

**END USER LICENSE AGREEMENT
(CADAM/CCD Brand)**

This End User License Agreement is applicable to all licenses granted by Company on the Licensed Programs, and services and support associated to the Licensed Programs. This Agreement is between **DASSAULT SYSTEMES AMERICAS CORP.** with its principal place of business at University Research Park, Two Resource Square, 10330 David Taylor Drive, Charlotte, NC 28262, USA (hereinafter "Company"), and the legal entity to which Company has provided the Licensed Programs ("Licensee"). To the extent the Licensed Programs have been ordered by Licensee under a Quote issued or Order accepted by a VAR as defined hereunder, then this Agreement is made by and between Licensee, Company and such VAR. Each party acts exclusively in its own name and on its own behalf with respect to the rights and obligations pursuant to this agreement.

The parties agree as follows:

1. DEFINITIONS

Agreement means this End User License Agreement, the applicable Order and, if a Quote was furnished for such Order, the Quote applicable to such Order. In the event of any inconsistency between this Agreement and the Order or any applicable Quote, this Agreement shall govern. In the event of any inconsistency between the Order and any applicable Quote, the Quote shall govern.

ALC means Annual License Charge as defined in Section 4.

Anniversary Date of the License is the anniversary date of (i) the date which Company or VAR, as applicable, has chosen pursuant to Section 4, or, absent such choice (ii) the corresponding Effective Date of the License.

Brand means a brand, trade name, service mark or trademark under which Dassault Systèmes or any DS Subsidiary markets a set of Licensed Programs.

Concurrent Use means the simultaneous use of a Licensed Program by more than one individual at any given time, subject to the limitation of the number of Concurrent Users permitted under the Order then applicable to such Licensed Program.

Concurrent Users means, with respect to any particular Licensed Program at any particular point in time, the Users who then are logged in to use or otherwise are accessing or using such Licensed Program. For purposes of clarification, there may be a pool of unlimited potential Users; however, only one unnamed individual may utilize one Concurrent User right under a license at any given time. As a result, the number of Concurrent Users that may utilize a particular Licensed Program at any given time is limited to the number of Concurrent Users set forth in the applicable Order for such Licensed Program.

Dassault Systèmes means Dassault Systèmes, a French "société anonyme" with its registered office at 9 quai Marcel Dassault, 92150 Suresnes, France.

Designated Machine means the central processing unit or workstation identified in the applicable Order, by (i) type, serial number and target ID; (ii) installation address; and (iii) if applicable, a number of Concurrent Users or a particular named User or Users.

Documentation means user documentation in any form or media as provided by Company for use in connection with Licensed Programs.

DS Subsidiary means any company in which Dassault Systèmes, directly or indirectly, (i) owns more than 50% of the outstanding equity or ownership interest, or (ii) has the power to designate the managing authority.

Effective Date of the License means, for any Licensed Program, the date on which such Licensed Program and the associated password or license key, if applicable, are made available to Licensee.

Error means a material malfunction in the performance of a Licensed Program, as performance is described in its Documentation, and which is reported by Master Site and reproducible by Company.

Licensed Program means (i) any data processing program within the Company's CADAM/CCD Brand for which a license is ordered by Licensee pursuant to an Order, consisting of a series of instructions or databases in machine readable form, and (ii) associated Documentation.

Master Site means the single site designated by Licensee, which may be changed by written notification to Company or VAR as

applicable, through which all deliveries and Support Service will be provided.

Order means Company's order form for receiving commercial proposals for the Licensed programs, completed by Licensee and accepted by Company (or, if applicable, accepted by VAR). If a Quote has been furnished by the Company or VAR to Licensee for a particular order, references herein to such Order shall be deemed to mean the order made by Licensee and accepted by the Company (or VAR, as the case may be) pursuant to such Quote, including without limitation the terms and conditions of such Quote.

OTC means One Time Charge as defined in Section 4.

PLC means Primary License Charge as defined in Section 4.

Public Software means (a) any license of any computer program that requires, upon distribution of any portion of the computer program, an acknowledgement and/or copyright notice regarding the origin of the computer program that must be included in files, documentation, user manuals, source code, binaries, and copies or modified versions of the computer program, or (b) any license that satisfies any version of the Open Source Definition of the Open Source Initiative, or (c) any other license of any computer program that requires, upon distribution of any portion of the computer program, the inclusion of disclaimer language in files, documentation, user manuals, source code, binaries, and copies or modified versions of the computer program.

Quote means a commercial proposal containing a quote for the Licensed Programs made to Licensee by Company or by VAR as applicable.

Release means a periodic update of the same version of a Licensed Program if and when made generally available to the market.

Service Pack means a periodic delivery of a Licensed Program which includes the correction of Error(s) for a given Release, if and when made generally available to the market.

Support Service means the maintenance services described in Section 3.

Users means employees, consultants or subcontractors of Licensee who work on Licensee's premises on Designated Machines and for the exclusive internal needs of Licensee.

VAR means a distributor that has signed a General VAR Agreement ("GVA") with Dassault Systèmes, Company or any other DS Subsidiary and that is identified in the Quote proposed to Licensee for the Licensed Programs.

YLC means Yearly License Charge as defined in Section 4.

2. GRANT OF RIGHT AND LICENSE BY COMPANY

Upon the Effective Date of the License, and subject to the terms and conditions of this Agreement and of the Documentation, Company grants Licensee a non-exclusive, non-transferable, license to use the Licensed Programs on the Designated Machines and for the Users or the maximum number of Concurrent Users, as the case may be, that are identified in the Order. Licensee has no right to sublicense. The Licensed Programs may only be operated by Users for Licensee's internal use, in the country for which a license for the relevant Licensed Program has been ordered, and in accordance with its Documentation and this Agreement; provided, however, that if the Order for a Licensed Program restricts or specifies Concurrent Use

thereof, Licensee at all times shall restrict Concurrent Use of such Licensed Program so that the number of Users that make Concurrent Use thereof at any particular time never exceeds the maximum number Concurrent Users set forth in such Order, and Licensee also shall restrict use to comply with other limits, if any, that are imposed by such Order on the number or identity of Users. Licensee is not authorized to use the Licensed Programs (i) to develop software applications for use by or distribution to any third party, whether in whole or part, whether as standalone products or as components, and whatever the means of such distribution (including without limitation through the Internet or as Internet-based services), (ii) or to perform or offer any type of services directly or indirectly related to the Licensed Programs, including but not limited to, consulting, training, assistance, customization or development for any third party, irrespective of how such services are offered or performed (including without limitation through the Internet or as Internet-based services). Should Licensee wish to use the Licensed Programs for any use contemplated under (i) or (ii) hereabove, Licensee shall enter into a separate agreement with Dassault Systèmes, Company or any other DS Subsidiary.

Licensee may make a reasonable number of copies of the applicable Licensed Program for installation and one copy for back-up per Designated Machine in support of Licensee's authorized use as described above. Any change of Designated Machine shall be notified in writing to Company, and to VAR if applicable.

Licensed Programs may not be operated on a wide area network or over the Internet, except for Licensed Programs identified in Documentation as being designed for use on the Internet. Licensee shall not correct Errors, defects and other operating anomalies of the Licensed Programs. Except as is expressly set forth herein, no other express or implied right or license is provided to Licensee.

Licensed Programs and Documentation are provided with Restricted Rights as such terms are defined in the regulations mentioned below. Disclosure, use, duplication or reproduction of Licensed Programs and Documentation by the U.S. Government are subject to restrictions set forth in the Commercial Computer Restricted Rights clause of Federal Acquisition Regulation 52.227-19 when applicable, or in the U.S. Department of Defense Federal Acquisition Regulation 252.227.7013 and any similar or successor regulations.

3. OTHER RIGHTS AND OBLIGATIONS

Obligations described in this Section 3 shall be undertaken by (i) VAR, in the event the Quote is made by VAR or (ii) Company in the event the Quote is made by Company or on its behalf.

In the event that VAR is a party to this Agreement, it is specifically understood and agreed by Company, Licensee and VAR respectively that any and all rights and obligations of VAR hereunder shall be conditional upon VAR's right to distribute the Licensed Programs to Licensee pursuant to a GVA between VAR and Company remaining in full force and effect. Should VAR cease for any reason to be entitled to distribute the Licensed Programs, or should VAR breach this Agreement and such breach is not cured within 30 days of notification, VAR shall automatically cease to be a Party to this Agreement without any right to compensation, indemnity or set off of any kind. Company may, upon written notification to Licensee, elect to assume directly all of VAR's rights and obligations under this Agreement and/or assign or otherwise transfer them in whole or in part to any other distributor that has signed a GVA with and has been designated by Company. VAR undertakes to provide all necessary assistance and to complete all formalities required or advisable, as the case may be, to achieve the purpose of the above.

a) **Delivery.** Within a reasonable period of time after Company's acceptance of a corresponding order, and only for the first order of a Release of a Licensed Program under each operating system, Company or VAR, as applicable, will deliver to Licensee one (1) copy of such Licensed Program, and one (1) copy of the

Documentation. If no VAR is a party to this Agreement, and unless otherwise agreed in writing by the parties, Licensed Programs ordered by Licensee from Company shall be delivered EXW (Incoterms 2000) at Company's premises identified in Company's Quote, and, if Company shall make the Licensed Program available for downloading on the world wide web, delivery may be made by giving Licensee access to the registration code, software key or other similar means provided by Company to enable Licensee to unlock and use the Licensed Program after downloading the same to Licensee's computer.

b) **Support Service.** Company or VAR, as applicable, will provide Support Service for Licensed Programs as follows and subject to continued payment by Licensee of applicable YLC or ALC charges (as provided in Section 4 hereunder):

- Licensee shall be entitled to receive, upon request, Service Packs and Releases for the Licensed Programs.
- Licensee, through its Master Site, may report Errors in a Release to Company or VAR, as applicable, for a minimum of twelve (12) months from the date such Release has been made publicly available. Reported Errors may be addressed in a subsequent Service Pack or Release.

Company or VAR, as applicable, shall be the primary point of contact of Master Site for collecting, qualifying, and managing Licensee's incident reports. In the event VAR is such primary contact, VAR shall be responsible for redirecting the reports of incidents qualified as Errors to Company.

Company may terminate Support Service for a Licensed Program upon six (6) months prior written notice to Licensee. In such case, ALC charges paid in advance shall be reimbursed to Licensee on a time prorated basis. Licensee acknowledges and agrees that no Support Service will be provided for Licensed Programs to which the OTC pricing option applies.

4. PRICE AND LICENSEE'S PAYMENT OBLIGATIONS

In consideration for the rights, licenses and services provided hereunder, Licensee shall pay the charges applicable to each license of Licensed Programs and, unless provided otherwise in this Agreement, at the price identified in the Order. Payments pursuant to this Section 4 shall be made to (i) VAR in the event the Order is accepted by VAR or (ii) Company.

Licensee may elect to order licenses under either the PLC/ALC pricing structure or the YLC pricing structure or the OTC pricing structure, as may be made available from time to time by Company, in its discretion, and as described below:

(i) PLC/ALC Pricing Structure

Primary License Charge or PLC

The Primary License Charge is applicable for each license of each Licensed Program. The PLC is a one time, non-refundable charge. Payment of the PLC for a Licensed Program provides Licensee with a perpetual license (subject to the conditions set forth in Section 2) to use the Release of such Licensed Program made available by Company on Effective Date of the License.

Annual License Charge or ALC

The Annual License Charge is a yearly charge, payable in advance. For the first year of each license of each Licensed Program, Licensee shall pay the ALC together with the PLC. Company or VAR may revise the price of the ALC, not more than once a year, on the basis of the price or other relevant index identified in Company's or VAR's price list applicable as of the date of the Order. Such revision shall be notified to Licensee in writing at least two (2) months prior to the applicable Anniversary Date of the License. Payment of the ALC for a Licensed Program entitles Licensee to (1) Support Service for the

Licensed Program for one year and (2) a license (subject to the conditions set forth in Section 2) to use the Releases of such Licensed Program made available by Company during such year, in lieu of the licenses on the previous Releases of the Licensed Programs delivered to Licensee.

Migration charges to a new version

For each license of a Licensed Program ordered under the PLC/ALC pricing structure, and if Licensee is then current on the payment of ALC, Licensee may migrate from the latest available Release of a version to the first available Release of the next version of the corresponding program(s) by paying a migration charge, instead of the PLC for such new version, if so specified by Company or VAR, as applicable. In this case, Licensee will be credited for the unexpired portion of the last ALC payment towards the new ALC applicable to use of the new version.

(ii) YLC Pricing Structure

Yearly License Charge or YLC

The Yearly License Charge for a Licensed Program is the charge for (1) a one year license to use the Releases of such Licensed Program made available by Company during such year, and (2) Support Service for the Licensed Program for one year. The YLC shall be paid in advance of the year to which it applies.

(iii) OTC Pricing Structure

One Time Charge or OTC

The One Time Charge, if designated by the Company as applicable to a particular Licensed Program, is the charge for the perpetual use of certain Licensed Programs (without service or support) and shall be paid in advance. The OTC pricing structure only applies to those Licensed Programs specifically identified by the Company as being available under the OTC pricing structure.

Prices of PLC, ALC, migration charge, YLC and OTC are specific to each country or region as the case may be. Transfer of existing licenses to a new Designated Machine located in another country or region may be subject to an adjustment in price and applicable taxes.

All prices are exclusive of all taxes. Licensee shall be responsible for any and all taxes, however designated, levied or based on licenses, activities or payments under this Agreement, exclusive of taxes based on the net income of Company and/or VAR as applicable. Licensee shall pay interest for late payment at a rate of the lesser of two percent (2%) per month or the highest lawful rate, on all sums unpaid at the due date, plus reasonable attorney's fees and costs incurred by Company and/or VAR, as applicable, in collecting unpaid amounts.

Company or VAR, as applicable, shall have the right to set a common Anniversary Date for the payment of ALC or YLC as the case may be, with respect to any license of any Licensed Program with different Effective Dates of License (subject to prorated calculation of any charges due for any period not covered as a result thereof).

Unless otherwise agreed to in writing by Company or VAR, as applicable, Licensee shall pay all invoices within thirty (30) days from the date of invoice by wire transfer.

5. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

The Licensed Programs and Documentation, including any copies, compilations, made by or for Licensee, in whole or in part, are the sole property of Company or other owner. All intellectual property rights in the Licensed Programs and associated Documentation belong exclusively to Company or other owner. Company and/or other owner shall retain all title, copyright and other intellectual

property rights in the Licensed Programs and all modifications, enhancements or other works derivative of the Licensed Programs.

Licensee shall preserve and reproduce any copyright, patent and trademark notices which may appear in the Licensed Programs and Documentation on all copies thereof, in whole or in part. Licensee shall keep full, true and accurate records of all copies of the Licensed Programs and associated Documentation and restrictions on Concurrent Use, which records shall be available for audit by Company.

Licensee shall not provide, disclose or transmit any Licensed Program, nor any results of tests or benchmarks related to any Licensed Program, or copy thereof, in whole or in part, without the prior written consent of Company, except to Users within the limits of the rights granted under this Agreement. Licensee shall take appropriate action with Users, to ensure that Licensee complies with its obligations under this Agreement.

Licensee recognizes that the methodologies, techniques, expressions, ideas and concepts contained in or expressed within the Licensed Programs and associated Documentation are proprietary information or trade secrets of Company or other owner. Licensee shall treat them as confidential information and not disclose them as long as this Agreement is in effect and for three (3) years thereafter.

Licensee shall not reverse engineer, decompile, disassemble, or otherwise translate all or part of the Licensed Programs. In the event Licensee wishes to ensure the interoperability, within the limits of its authorized use as defined in Article 2, of the Licensed Programs with other computer software or with equipment under conditions provided for by law (including without limitation laws implementing EC Directive 91/250 on the legal protection of computer programs), Licensee must ask Company for a license to use standard interfaces, exclusively for its authorized use to achieve interoperability. Company will grant Licensee a license to use the standard interfaces at then current prices and contractual conditions of Company or, if standard interfaces are not available, Company, for a fee, may provide Licensee with the necessary information to permit interoperability. Licensee is not authorized to give access to these interfaces to any person other than Users.

6. PATENT AND COPYRIGHT INFRINGEMENT

Company will defend and indemnify Licensee against any and all claims made by a third party that a Licensed Program delivered under this Agreement infringes a copyright or a patent of the United States of America or of Canada, provided that (i) Licensee provides Company with prompt written notice of the claim, and (ii) Licensee gives Company control of the defense of the claim and provides reasonable cooperation in the defense of the claim, and (iii) in the case of a patent infringement, the related patent has been granted as of the date of Licensed Program's delivery to Licensee. Such indemnification is limited to costs, damages and expenses (including reasonable legal fees) finally awarded against Licensee by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Company arising out of such claim.

Company shall have no obligation to defend or indemnify Licensee against any claim related to (i) any modification of a Program by the Licensee or anybody but the Company, or (ii) the use of Public Software included in or delivered with any Licensed Program, or (iii) the use of one or more Licensed Programs in combination with other elements, data, programs not provided by the Company, or (iv) the use of Service Packs or Releases other than the most recent ones provided by the Company.

If operation of a Licensed Program becomes, or in Company's reasonable opinion, is likely to become the subject of an

infringement claim, Licensee shall permit Company, at Company's option and expense, either to secure for Licensee the right to continue using the Licensed Program or to modify it, or replace it with another program which is functionally equivalent. If neither of the foregoing options is available on terms which are reasonable in Company's judgment, Licensee shall destroy or return said Licensed Program, and all copies thereof, to Company within one (1) month from Company's written request. In such a case, Company will grant Licensee a credit for the corresponding PLC, if applicable, depreciated on a straight-line over seven (7) years, to be applied to future licenses, and will reimburse Licensee for the unaccrued portion of any associated ALCs or YLCs paid, as the case may be.

This Section 6 states Company's entire liability and Licensee's exclusive remedy for any claim of infringement under this Agreement.

7. WARRANTIES, LIMITATION AND DISCLAIMER OF WARRANTIES

Subject to continuing payment of the YLC or the ALC, as applicable, Company warrants for three months from delivery to Licensee that the Release of any Licensed Programs, with the exception of Public Software, will materially conform to its Documentation, provided that it is properly used in the operating environment specified by Company. If such Release of the Licensed Program does not conform, Company will attempt to make the Licensed Program perform as warranted. Company may request Licensee to install a Service Pack or a new Release for such performance. If after sixty (60) days from notice by Licensee of the non-conformity, Company has not provided a conforming Licensed Program, Licensee's exclusive remedy and Company's entire liability for any breach of such warranty is for Licensee to terminate the license related to the non-conforming Licensed Program and obtain a refund of paid charges for such Licensed Program. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON INFRINGEMENT.

Company does not warrant that the functions of Licensed Programs will meet Licensee's requirements or will enable it to attain the objectives Licensee has set for itself, or that they will operate in the combination or environment selected for use by Licensee, or that the operation of the Licensed Programs will be uninterrupted or free of Errors. In all instances, Licensee shall be responsible for insuring that the results produced by Licensed Programs comply with quality and safety requirements of the Licensee products or services. No employee or agent of Company is authorized to give a greater or different warranty. Licensee shall have exclusive responsibility for (a) program selection to achieve Licensee's intended results, (b) Licensed Program installation, (c) taking adequate measures to properly test, operate and use each Licensed Program and (d) results obtained therefrom. Licensee shall also have exclusive responsibility for selection, use and results of any other programs or programming equipment or services used in connection with the Licensed Program.

8. LIMITATION OF LIABILITY

EACH PARTY IS INDEPENDENTLY AND EXCLUSIVELY RESPONSIBLE FOR OBLIGATIONS UNDERTAKEN BY IT UNDER THIS AGREEMENT. NO PARTY CAN BE HELD JOINTLY AND SEVERALLY LIABLE WITH ANOTHER PURSUANT TO THIS AGREEMENT. NO PARTY SHALL BE DEEMED AN AGENT OF ANOTHER PARTY PURSUANT TO THIS AGREEMENT.

COMPANY'S POTENTIAL LIABILITY TO LICENSEE, FOR ANY AND ALL CLAIMS IN ANYWAY ARISING FROM THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY OF LIABILITY IS LIMITED AS FOLLOWS:

- ALL LEGAL ACTIONS AGAINST COMPANY OR VAR MUST BE FILED WITH THE APPROPRIATE JUDICIAL JURISDICTION WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.
- COMPANY'S LIABILITY FOR DIRECT DAMAGES SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT CORRESPONDING TO FEES ACTUALLY PAID BY LICENSEE IN THE PRECEDING TWELVE MONTH PERIOD FOR THE USE OF THE LICENSED PROGRAM WHICH CAUSED THE DAMAGES.

LICENSEE EXPRESSLY AND IRREVOCABLY WAIVES, AND COMPANY SHALL NOT HAVE ANY LIABILITY IN RESPECT OF, ANY AND ALL CLAIMS FOR INDIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING CLAIMS FOR LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF DATA, THAT IN ANYWAY RELATE TO THIS AGREEMENT, LICENSED PROGRAMS OR DOCUMENTATION, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

LICENSEE WAIVES ANY AND ALL CLAIMS FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR ANY REASON AND ON ANY BASIS, AGAINST ANY COMPANY'S PROVIDERS OR SUBCONTRACTORS.

LICENSEE EXPRESSLY ACKNOWLEDGES THAT THE COMPANY CANNOT BE HELD LIABLE FOR DAMAGES CAUSED BY THE LICENSEE'S FAILURE TO PERFORM ALL OR PART OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

The Licensed Program may contain or be delivered with a collection of Public Software which is available for public use under the terms and conditions of the original author(s) or of the owner. Such Public Software and their terms and conditions are identified in the Licensed Program documentation. Said Public Software is provided "as is" by the Company or the VAR as the case may be, and Company or VAR disclaims all warranties with respect to these components, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, USE OR REQUIREMENT. Notwithstanding any provision to the contrary in this license, Company or VAR shall, in no event, be liable for any special, direct, indirect, or consequential damages or any damages whatsoever resulting from the use of the Public Software including, without limitation, loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of these Public Software.

9. EXPORT AND REEXPORT LAWS AND REGULATIONS

Export to Licensee of Licensed Programs and Documentation is subject to all applicable French, European Union, United States of America and other originating country's export and re-export laws and regulations and, in particular, French regulations concerning the "verification of final destination". Licensee shall provide Company or VAR as the case may be with all necessary assistance for any application for such authorizations, licenses and other approvals, or other documentation related to the export or reexport of Licensed

Programs. Company shall have no liability whatsoever towards Licensee if such authorizations, licenses or approvals are not obtained. Licensee shall not export or re-export, either directly or indirectly, Licensed Programs or Documentation to any individual or entity which requires an export license or other governmental approval without first obtaining such license or approval.

10. TERM AND TERMINATION

10.1 Termination of access to Support Service

a) **by Licensee:** Licensee can terminate access to Support Service subject to all of the following conditions: (i) Licensee shall provide notice to Company and VAR if applicable at least one month prior to the Anniversary Date of the License, and (ii) such termination shall apply to all Licensed Programs of the same Brand held by Licensee, and (iii) Licensee shall pay to Company or VAR as applicable a termination option fee of an amount corresponding to one (1) ALC paid for each license of each Licensed Program in respect of which access to Support Service is terminated. In such case (x) Licensee shall have no further obligation to pay the ALCs related to the corresponding Licensed Programs, (y) Licensee shall duly certify in writing to Company that all copies, whether in whole or in part, of all Releases of the Licensed Programs and associated Documentation other than those of the latest Release of the Licensed Programs installed by Licensee, have been duly destroyed or returned to Company and (z) Support Service for such Licensed Programs will terminate at the expiration of the then current term. Company will deliver, if applicable, the passwords necessary for Licensee to operate its perpetual licenses, including in the case of a change of Designated Machine duly authorized by Company or VAR as applicable. Company shall have no further obligation to provide any service or deliver any Release in support of Licensee's perpetual licenses, including for operation of the licenses in their hardware or software environment.

b) **by VAR:** if applicable, in case of failure by Licensee to pay to VAR any ALC or YLC, VAR shall be entitled terminate the provision of Support Services related to all Licensed Programs.

10.2 Termination by Licensee of licenses for Licensed Programs

Licensee may terminate any license to any Licensed Program by providing written notice to Company and to VAR, if any, one (1) month prior to the Anniversary Date of the License.

In such case, Licensee shall immediately destroy or return all copies, in whole or in part, of the terminated or expired Licensed Programs and associated Documentation, and duly certify the same in writing to Company.

10.3 Term and Termination of this Agreement

This Agreement shall come into force on the Effective Date of the License in respect of the first License ordered by Licensee and shall remain in full force and effect until the expiration of all licenses granted under this Agreement, unless terminated as provided hereunder.

Either Company or Licensee may terminate this Agreement and/or any licenses granted hereunder, if the other is in material breach of any of its obligations and has failed to remedy such breach within one (1) month of receipt of written notice. The termination will not prejudice the rights and remedies of the non-breaching parties. In case of termination of the Agreement for uncured material breach by Licensee, Licensee shall provide promptly to Company a written certificate that all copies, in whole or in part, of the Licensed Programs and associated Documentation, have been destroyed or returned to Company.

10.4 Withdrawal of VAR

In the event Licensee fails to pay any ALC or YLC when due to VAR, VAR shall have the right, after thirty (30) days to withdraw from this Agreement, after informing the Company and the Licensee, provided it is not in breach of any of its obligations hereunder. Consequently, VAR shall cease to be a party to this Agreement, and shall have no further right or obligation hereunder.

11. MISCELLANEOUS

Purchase Orders. Licensee's purchasing terms and conditions shall not in any way modify or supplement the terms of this Agreement.

Notices. All notices required hereunder shall be communicated in English and shall be personally delivered or sent by registered mail or reputable express courier service, addressed to the parties at their addresses first mentioned above, or at such other address as either party may designate to the other by notice served as hereby required, or sent by facsimile transmission to the facsimile machine telephone number provided by the receiving party.

Force majeure. Neither party shall be liable for failure to perform its obligations hereunder, if such failure results from causes beyond its reasonable control such as acts of God, acts of terrorism, fire, explosion, strikes or labor disputes, delays by vendors or manufacturers, governmental acts, staff unavailability due to illness or airline flight delay or similar causes.

Severability. In the event any part of this Agreement (other than the provision obliging Licensee to make payment) are found to be invalid, illegal or unenforceable in any respect, the remaining provisions shall nevertheless be binding with the same effect as if the invalid, illegal or unenforceable part was originally deleted.

Language. This Agreement is provided in English and may be provided, for informational purposes only, in a language other than English. In such case, if there is any discrepancy or inconsistency of meaning or interpretation between the English version and such other language version, the English version shall prevail and shall be the only binding and enforceable version of this Agreement.

Transfer, Assignment & Subcontract. Neither Licensee nor VAR shall subcontract, assign, delegate or otherwise transfer all or part of its rights, duties, benefits or obligations under this Agreement, or sublicense Licensed Programs to any third party. This Agreement shall be binding upon, and inure to the benefit of Company and its successors and assigns. Company shall be free to assign, delegate or otherwise transfer (including without limitation, by way of merger or contribution), any of its rights or obligations hereunder and/or otherwise subcontract any of its obligations hereunder, in whole or in part, to Dassault Systèmes, any DS Subsidiary and/or to any third party, without VAR's or Licensee's consent.

Non-Waiver & Amendments. No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made in writing by all parties. Notwithstanding the foregoing, Company may add, modify or cancel any provision of this Agreement as required by Company's agreements with its licensors by written notice to VAR at any time. Such additions, modifications and cancellations shall not require the separate consent of Licensee or VAR and shall be effective immediately upon receipt of such notice. A party's failure at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.

Audit-Piracy. During the term of this Agreement and for a period of two (2) years thereafter, Licensee shall maintain accurate information records relating to the use and destruction of the Licensed Programs. During the term of this Agreement and for a

period of three (3) years thereafter, the Company shall have the right at any time, at its own expense and under reasonable conditions of time and place, to audit and copy these records. Licensee also hereby entitles and authorizes Company to verify its compliance with the terms of the Agreement. For such purpose Company may conduct any review on Licensee's premises during normal business hours, in a manner that minimizes disruption to its business. Company may require Licensee to provide it or any third party the Company engages to conduct such verification, with machine access, copies of system tools outputs, or other electronic or hard copy system information as appropriate. In a joint effort to prevent software piracy, Licensee shall comply with any changes in the Licensed Programs licensing security mechanism that aims at preventing fraud.

Entire Agreement. This Agreement is the complete agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporaneous proposals, agreements, understandings, representations, purchase orders and communications, whether oral or written. Licensee acknowledges that it has not relied on the future availability of functionality or product updates with respect to any Licensed Programs in entering into this Agreement. The terms of this Agreement shall have no force or effect with respect to any claim based on the use of any intellectual property rights of Company outside the scope of the licenses expressly granted herein. This Agreement may be modified only by written amendment signed by the parties and no other act, document, usage or custom shall be deemed to amend or modify this Agreement, including but not limited to Licensee's terms and conditions.

Governing law and jurisdiction. This Agreement shall be governed by and construed in accordance with, and the legal relations between the parties shall be determined in accordance with, the laws of the State of New York, United States of America, without regard to any conflict of laws principles and excluding application of the United Nations Convention for the International Sale of Goods. The parties irrevocably waive all rights to trial by jury for any such litigation between them. All actions and proceedings arising out of or relating to this Agreement shall be exclusively heard and determined by the Courts of the State of New York, United States of America. Without prejudice to the above, Company may, in its sole discretion, bring any claim or dispute (including but not limited to seeking injunctive relief and/or equitable remedies) arising out of, or in connection with the validity, interpretation and/or performance of this Agreement before any courts and or administrative authorities having jurisdiction over the subject matter of any such claim or dispute.