

## EXA CORPORATION CLOUD SERVICES LIMITED TERM LICENSE AGREEMENT

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(a) **Data.** Licensee owns all right, title and interest in all data transmitted or stored by Licensee through the Services or Software (“Licensee Data”). As between Exa and Licensee, Licensee is solely responsible for the contents of Licensee Data (the “Licensee Content”) and the use (other than by Exa as stated in this Section 2(a)) of the Licensee Data. Licensee will ensure that Licensee Data complies with applicable laws and regulations, including, without limitation, all applicable data protection legislation. Subject to the terms and conditions of this Agreement, Licensee grants to Exa a non-exclusive license to use, copy, store and transmit Licensee Data and Licensee Content and have Licensee Data and Licensee Content used, copied, stored and transmitted by Exa, its affiliates and subcontractors, to the extent reasonably necessary to provide, maintain and improve the Services or Software. Exa and its licensors may use anonymized statistical information derived from Licensee’s use of the Service or Software and aggregate it with statistical information from other Licensees (“Non-Identifiable Aggregated Data”) for their business purposes, including without limitation for analyzing Licensee needs and improving their services, and Exa and its licensors shall own all right, title and interest in any such Non-Identifiable Aggregated Data.

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4. **PAYMENT.** Licensee agrees to pay the subscription and usage fees for the Services as invoiced by Exa pursuant to the relevant Quote or Purchase Order. The subscription and usage fees are exclusive of all sales, use, excise, VAT and other taxes and delivery charges.

5. **TERM.** This Agreement is effective as of the earlier of the date: (i) the Services subscription begins as detailed on the Quote or Purchase Order or (ii) upon the physical or digital acceptance of this Agreement and shall continue for the period of time set forth in the Quote or Purchase Order (the "Term"). Subject to Licensee's compliance with this Agreement, Exa will use commercially reasonable efforts to provide the appropriate access rights to the Licensee for the Term subject to any planned downtime and/or unavailability caused by circumstances beyond Exa's reasonable control. The Term will expire on the latest date of expiration or termination set forth in the relevant Quote or Purchase Order, unless sooner terminated in accordance with its terms. For clarity, the initial term and any renewal terms are referred to herein as the Term.

6. **TERMINATION.** Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. Upon the termination of this Agreement, (i) the License is revoked and Licensee has no further right to access or use the Services, Software or Documentation; (ii) all subscriptions hereunder shall terminate immediately; (iii) Exa will immediately cease accessing any Licensee Data; (iii) each party will use commercially reasonable efforts to return or destroy any Confidential Information of the other party within its possession; and (iv) in the event that Licensee terminates due to Exa's uncured material breach, Exa will refund any pre-paid fees for the period following termination. Licensee acknowledges that Licensee is responsible for exporting prior to termination any Licensee Data to which Licensee desires continued access after termination. The provisions of Sections 2, 4, 6, 7, 8(b), 8(c), 8(d), 9, 10 and 12 shall survive termination.

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