

# EXA CORPORATION SOFTWARE PRODUCT LIMITED TERM LICENSE AGREEMENT

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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 Software; (ii) each party will use commercially reasonable efforts to return or destroy any Confidential Information of the other party within its possession; and (iii) 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. 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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## ANNEX 1

### Terms Applicable to European Union (EU), Iceland, Liechtenstein and Norway Residents.

- (i) Definitions – Definitions for this section:
- “GDPR” means as, from 25 May 2018, the Regulation (EU) 2016/679 (General Data Protection Regulation) and any delegated and implementing acts adopted in accordance with the General Data Protection Regulation and the member state’s laws specifying the provisions of the General Data Protection Regulation applicable to the Processing implemented.
  - “Controller”, “Data Subject”, “Personal Data”, “Process/Processing”, “Processor” and “Personal Data Breach” shall have the same meanings as in the GDPR.
  - “Sub-Processor” means any Processor appointed by Exa or by any other Sub-Processor of Exa that receives, from Exa or from any other Sub-Processor of Exa, Personal Data for the sole and exclusive purpose of Processing activities to be carried out on Licensee’s behalf in accordance with the terms of this Agreement and the terms of a written subcontract if applicable.
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- (iii) Location of Data Processing. In order for Exa to provide software, services and support services, Licensee hereby appoints Exa as Processor and agrees that Personal Data provided by Licensee (“Licensee Personal Data”) may be transferred to and stored, accessed, and Processed in any country in which Exa or its affiliates or subcontractors are located. Exa will ensure that the same data protection obligations as set forth in this Agreement shall be imposed on the Sub-Processors by way of a contract and/or the standard contractual clauses from the European Commission in such a manner that the Processing will meet the requirements of the GDPR.
- (iv) Exa Obligations. Exa, as a Processor, will:
- to the maximum extent permitted by applicable law or for the duration of licensed use of the Software, whichever is longer, Process Licensee Personal Data in accordance with this Agreement and Licensee’s written reasonable instructions, which shall in all circumstances be consistent with this Agreement;
  - ensure that any and all persons who are authorized to Process Licensee Personal Data are bound by appropriate obligations of confidentiality;
  - reasonably assist Licensee in ensuring compliance with its obligations as a Data Controller regarding sections 32 to 36 of the General Data Protection Regulation, taking into account the nature of Processing as described in this Agreement. If Exa has reason to believe that a Personal Data Breach affecting Licensee has occurred, Exa will (i) notify Licensee of the Personal Data Breach promptly after Exa becomes aware of such Personal Data Breach, and (ii) provide Licensee with all relevant and available information to allow Licensee to comply with its notification obligations with competent supervisory authority;
  - reasonably assist Licensee to fulfill its obligations in response to requests from Data Subjects to exercise their rights under the GDPR in a manner consistent with the use of the Software and Exa’s role as a Processor.
  - make available to Licensee all information in Exa’s possession needed to demonstrate Licensee’s compliance with its obligations as required by the GDPR and reflected in this section and, in the event compliance with the GDRP cannot be evidenced through the appropriate documentation provided by Exa, allow for an audit. Licensee shall notify Exa in writing of any such audit at least thirty (30) days in advance by indicating the audit’s scope, which shall be limited to assessing Licensee’s compliance when the documentation provided by Exa does not demonstrate such compliance. Such audit shall be conducted by an independent auditor chosen by Licensee at its sole cost and shall be performed not more than once every twelve (12) months;
  - keep a list of the Sub-Processors that will be involved in the Processing of Licensee Personal Data due to the Processing activities implemented on Licensee’s behalf and inform Licensee of

any intended changes concerning the addition or replacement of other Sub-Processors, thereby giving Licensee the opportunity to object to such changes. Licensee will be notified at least fifteen (15) days in advance before authorizing any new Sub-Processor to Process Licensee Personal Data with a mechanism to obtain notice of that update, except in case of emergency. Licensee may reasonably object to Exa's use of a new Sub-Processor if (i) such new Sub-Processor Processes Licensee Personal Data, and (ii) Licensee demonstrates that it has a legitimate interest and notify Exa, in writing, within fifteen (15) days after Licensee's receipt of the notice, it being understood and accepted that, in the absence of an objection from Licensee, Licensee shall be deemed to have accepted the Sub-Processor. If Licensee notifies Exa of its objection related to the new Sub-Processor within the above timeframe, Licensee may terminate the Software affected by this change of Sub-Processor within fifteen (15) days after Exa's receipt of such notice; and

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