

EXA CORPORATION CLOUD SERVICES LIMITED TERM LICENSE AGREEMENT

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This Cloud Services Limited Term License Agreement (“Agreement”) is a legal agreement between the organizational entity which is entering into this Agreement (the “Licensee”) and Exa Corporation (“Exa”) that governs the use of the Exa cloud services (the “Services”). By executing this Agreement (including via electronic signature, clicking to accept, or execution of or proceeding to use under an Exa generated quote (“Quote”) or other transaction document accepted by Exa from Licensee under this Agreement that identifies, among others, the duration and scope of and fees payable for the License (a “Purchase Order”)) Licensee accepts to be bound by these terms.

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2. **LICENSEE DATA.**

(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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(c) **Security.** Exa will make commercially reasonable efforts to implement security processes for the Services consistent with industry standards for similar services.

(d) **Third Party Content.** Exa exercises no control over, and assumes no responsibility or liability for any Licensee Data or Licensee Content or third party content provided or published via the Services or Software.

3. **UPDATES AND MAINTENANCE.** Subject to the Licensee’s timely payment of the subscription and usage fees for the Services, Exa will make available through the Services, from time to time, updates, enhancements and modifications which Exa incorporates into the release of the Services licensed by Licensee.

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.

7. **CONFIDENTIALITY.** Each party may have access to information that is confidential to the other party ("Confidential Information"). For purposes of this Agreement, Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential and any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. Licensee Data is Confidential Information of Licensee. Each party shall maintain the confidentiality of the other party's Confidential Information using at least the same degree of care that such party employs to protect its own Confidential Information, and shall restrict disclosure of the other party's Confidential Information to its employees, consultants, agents and representatives who have a need to know such information and are bound by obligations of confidentiality and non-use no less strict than those set forth herein; provided, that a party may disclose the other party's Confidential Information if required by law and must give prompt notice of such requirement and disclosure to the other party to the extent allowed by law. A party's Confidential Information excludes information that (i) is or becomes part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and was not obtained by the other party directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party without use of or reference to the other party's Confidential Information. Notwithstanding anything to the contrary in this Section 7, Exa may share, disclose or transmit Licensee Data as reasonably necessary to provide to the Services or Software.

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(c) **Conditions.** The indemnification obligations in this Section 9 are conditioned upon the indemnified party (i) promptly notifying the indemnifying party of the Claim; (ii) giving the indemnifying party full authority, information and assistance to defend such Claim; and (iii) giving the indemnifying party control of the defense and compromise or settlement thereof, provided that the indemnifying party must obtain the indemnified party's written consent, not to be unreasonably withheld, prior to entering into a settlement affecting the indemnified party's rights.

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