

# DASSAULT SYSTEMES

## LICENSED PROGRAM SPECIFICATIONS (LPS) FOR CATIA, ENOVIA VPLM, ENOVIA SmarTeam, DELMIA and SIMULIA

### Version 5 Release V5-6R2016 DELMIA Version 5 Release D5/E5-6R2016 ENOVIAVPM Version 1 Release 9

Terms that are initially capitalized are defined in the Glossary - Release 2, available at [www.3ds.com/terms/glossary](http://www.3ds.com/terms/glossary).

#### 1. LIST OF LICENSED PROGRAMS

The list of the [Licensed Programs](#) to which this LPS applies is in the [Product Portfolio](#) available at <http://www.3ds.com/terms/product-portfolio>.

References in this LPS to Dassault Systèmes [Products](#), Licensed Programs and/or Program Services ([Support Services](#)) do not imply that DS intends to make these available in all countries in which DS operates.

Any other documentation with respect to these Licensed Programs, excluding any documentation referenced herein, is provided for reference purposes only and does not extend or modify these specifications.

#### 2. HARDWARE AND SOFTWARE REQUIREMENTS

The DS hardware certification program is available at <http://www.3ds.com/support/certified-hardware/>.

Hardware and software information for CATIA, ENOVIA VPLM, ENOVIA SmarTeam, DELMIA and SIMULIA Version 5 Release V5-6R2016 and DELMIA Version 5 Release D5/E5-6R2016 and ENOVIAVPM Version 1 Release 9 Licensed Programs are available at <http://media.3ds.com/support/progdir/>

#### 3. LICENSED PROGRAM MATERIALS AVAILABILITY

Restricted materials - No.

This Licensed Program is available without [Source Code](#) materials. It is available in [Object Code](#) only.

#### 4. SUPPLEMENTAL TERMS

##### 4.1 GENERAL RULES

The licenses for the Licensed Programs to which this LPS applies are granted pursuant to the [Agreement](#), and according to one of the following licensing schemes (specifying the authorized use and end-users), as specified in the [Product Portfolio](#) if available, and as determined in the applicable [Quote](#):

- [Add-on Product](#)
- [Concurrent \(floating\) Based](#)
- [Machine Based](#) (node-lock)
- [System License](#)

Except as otherwise provided for Licensed Programs to which use on the Internet is allowed as specified below, licenses for the Licensed Programs to which this LPS 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.

Licensed Programs identified in the Documentation as being designed for use on the Internet, may be used worldwide, over the Internet, as long as the [License Server\(s\)](#) on which the Licensed Programs are installed are located in the [Designated Country](#).

It is agreed that, notwithstanding anything to the contrary provided in the [Documentation](#), software components packaged and delivered by DS as part of a given Licensed Program:

- shall solely be used together and as part of such Licensed Program and
- shall not be used standalone and/or for other purposes than the ones for which such Licensed Program has been marketed and granted to [Licensee](#) by DS.

If a patent invention is implemented in the Licensed Program for which a right to use or access is granted pursuant to the Agreement, DS hereby grants Licensee a non-exclusive license on the applicable patent limited to the use of such Licensed Program.

## **4.2 SPECIFIC PROVISIONS FOR CERTAIN LICENSED PROGRAMS**

### **ADDITIONAL TERMS FOR SPECIFIC ENOVIA SmartTeam LICENSED PROGRAMS:**

a) The terms and conditions in this sub-section are applicable only to the Licensed Program ENOVIA SmarTeam Community Workspace Configuration:

Licensee is authorized to give access to its licenses of such Licensed Programs to [Extended Enterprise Users](#) for the sole and exclusive purpose of enabling the Extended Enterprise User to conduct business with Licensee, provided that use of the Licensed Program by any such Extended Enterprise User shall be limited to use (a) solely as configured and deployed by Licensee and (b) solely in connection with the Extended Enterprise User's performance of services for and on behalf of Licensee, and not for such Extended Enterprise User's own or another's account or for the purpose of hosting, modifying, or otherwise using or maintaining the Licensed Programs.

b) The terms and conditions in this sub-section are applicable only to the Licensed Program ENOVIA SmarTeam Multi-site Administration Configuration and ENOVIA SmarTeam Multi-site Vault Administration Configuration: As identified in the Documentation, these Configurations may be accessed and used by Users in different physical locations and in countries additional to the Designated Country.

### **ADDITIONAL TERMS FOR DELMIA V5:**

Identified User(s) - means the User(s) who are appointed by Licensee to use the Licensed Programs. The list of the Identified Users shall not be modified without DS' prior written approval.

Moreover, for certain Licensed Programs which can be ordered under the System License scheme, if so specified in the name of a given Licensed Program, the number of users of such Licensed Program may be limited.

## **5. OTHER PERMITTED USES FOR LICENSED PROGRAMS**

**USE FOR CERTAIN SERVICES.** Except for [Development Tool Kit](#), Licensee 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 Licensee of the Licensed Programs. In any event, Licensee 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. Licensee 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 Licensee's use of the Licensed Programs with third party end users.

**OUTSOURCING TO A THIRD PARTY.** Licensee is authorized to execute the Licensed Programs remotely on computers operated by third parties, provided that only duly authorized Users, and/or Extended Enterprise Users if applicable, shall have access to the Licensed Programs. Licensee may appoint a third party, such as an outsourcer, to operate the hardware on which the Licensed Programs are installed, on behalf of Licensee, only if (i) Licensee does not assign the Agreement or any licenses granted there under, in whole or in part, to the third party, (ii) the third party and Licensee enter into a written agreement under which the third party agrees that its access to and use of the Licensed Programs is subject to all of the grant of license, confidentiality, restrictions, and limitations on use provisions of the Agreement, and (iii) such third party is not a competitor of any [DS Group Company](#). Licensee acknowledges and agrees that the third party shall be deemed an agent of Licensee. If Licensee becomes aware of any actual or suspected unauthorized use or disclosure of the Licensed Programs, Licensee shall immediately terminate the third party's access to and use of the Licensed Programs. Licensee 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 each

third party's access to or use of the Licensed Programs.

**LICENSEE'S RESPONSIBILITY.** In addition to all terms and conditions of the Agreement and all other provisions of this LPS, Licensee agrees that it is responsible for ensuring that any use of the Licensed Programs by all Users, and, if applicable all Named Users and/or Extended Enterprise Users, shall at all times be in compliance with the terms and conditions of the Agreement, and any breach by Extended Enterprise Users (if applicable) of the terms of this Agreement shall also be deemed a breach by Licensee.

**EDUCATIONAL ALLOWANCE AVAILABILITY.** The standard educational allowance does not apply to the Licensed Programs to which this LPS applies.

## 6. 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 Licensee to be used in connection with or within a Licensed Program are defined hereafter:

### 6.1 OPEN SOURCE SOFTWARE

The Licensed Programs 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 Licensed Programs.

Moreover, some components may not be distributed and licensed under the terms of the Agreement but under the terms of their original licenses as set forth in the Documentation of the Licensed Programs themselves. Source code for these components is available upon request.

The warranty and indemnification provided by DS under the Agreement does NOT apply to all such open source software components. Except for components mentioned in the section "EXCLUSIONS" below, Support Services provided by DS under the Agreement apply to open source software components and shall be provided by DS and not by the original licensor, but only for the use of the Licensed Programs that is in compliance with the terms of the Agreement, and in conjunction with the Licensed Programs. The original licensors of said open source software components provide them on an "as is" basis and without any liability whatsoever to Licensee.

### 6.2 ADDITIONAL THIRD PARTY SOFTWARE TERMS

The following terms apply in addition to the Agreement:

#### ENOVIA:

##### Oracle

The following terms also apply if Licensee is granted licenses of Oracle software:

1. The Oracle software licenses shall be used only in conjunction with the Licensed Programs.
2. Licensee shall not publish the results of any benchmark tests run on the Oracle software.
3. Oracle is a third party beneficiary of the Agreement.
4. The parties agree to exclude the Agreement from the applicability of the Uniform Computer Information Transactions Act.
5. 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.
6. Licensee 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.

The ENOVIA SmarTeam Licensed Program contains a database engine software component (the "Oracle Component") used under license from Oracle Software Systems Israel. In addition to the terms set forth above regarding Oracle Software, the following terms apply if Licensee is granted licenses to Oracle Component in conjunction with ENOVIA SmarTeam Licensed Program:

1. Licensee acknowledges that the Oracle Component is not specifically developed or sublicensed for use in any nuclear, mass transit, aviation or medical application or in any other inherently dangerous applications.
2. Licensees further acknowledge, that Oracle shall not be liable for any claims or damages arising from such use if they use it for such applications, and to indemnify and hold Oracle and/or DS and any of their officers, directors and employees harmless from any claims for losses, costs, damages or liability arising out of or in connection with the use of the Oracle Component in such applications.
3. Licensee shall not transfer or duplicate the Oracle Components licensed with the ENOVIA SmarTeam Licensed Programs except for temporary transfer in the event of computer malfunctions and a single backup or archival copy.

## Support for Oracle Software

Licensee may not contact Oracle for support for Oracle software licensed through DS. Licensee may not contact DS for support for Oracle software not licensed through DS.

### **6.3 EXCLUSIONS**

The Support Services provided by DS under the Agreement are not applicable to open source software components listed hereunder:

**NONE**

## **7. SPECIFICITIES**

### **7.1 TYPE/DURATION OF PROGRAM SERVICES (also referred to as "SUPPORT SERVICES")**

Support Services means the maintenance, enhancement and other support services related to a Licensed Program as described at <http://www.3ds.com/terms/support-policies>

### **7.2 DESIGNATED MACHINE IDENTIFICATION**

No

### **7.3 TEST PERIOD**

No

## **8. SECURITY MECHANISMS**

DS and its affiliated companies take all legal steps to eliminate piracy of their software products. In this context, the Licensed Programs may include a security mechanism that can detect the installation or use of illegal copies of the Licensed Programs, and collect and transmit data about those illegal copies only (including IP and MAC addresses). Data collected will not include any Licensee data created with the Licensed Programs. By using the Licensed Programs, Licensee consents to such detection and collection of data, as well as its transmission and use if an illegal copy is detected. DS also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to the Licensed Programs. Licensee may not take any steps to avoid or defeat the purpose of any such measures. Use of any Licensed Programs without any required lock device or authorization key provided by DS is prohibited.

## **9. SOFTCOPY PUBLICATIONS**

The Licensed Program may include licensed publications in displayable or source form. Except as provided in this section, the terms and conditions of the Agreement apply to these publications and to any copies that are made from them.

The licensed publications may be used in displayable or source form on all machines designated for this Licensed Program. The licensed publications may also be copied and used on other machines in support of authorized use of this Licensed Program.

To support authorized use of the Licensed Program, printed copies of the displayable or source material may be made if the copyright notice and any other legend of ownership is reproduced on each copy or partial copy.

## **10. WARRANTY**

The Licensed Programs are warranted as specified in the Agreement.

These Licensed Program Specifications may be updated from time to time and such updates may constitute a change in specifications.

Following the discontinuance of all Program Services (Support Services), this Licensed Program will be provided "As Is" as specified in the Agreement.

## **11. ADDITIONAL DEFINITIONS**

The following definitions are supplementary to the Glossary - Release 2, available at [www.3ds.com/terms/glossary](http://www.3ds.com/terms/glossary).

**Remote Access** means, if so specified in the Product Portfolio, that Users and/or Extended Enterprise Users may access and use the Licensed Program remotely via the Internet from any country (subject inter alia to the export and re-export laws and regulations provisions of the Agreement).

## 12. TRADEMARKS

SmarTeam, 3DEXPERIENCE, the Compass logo and the 3DS logo, CATIA, SOLIDWORKS, ENOVIA, DELMIA, SIMULIA, GEOVIA, EXALEAD, 3D VIA, BIOVIA, NETVIBES, 3DSWYM and 3DEXCITE are commercial trademarks or registered trademarks of Dassault Systèmes, a French “société européenne” (Versailles Commercial Register # B 322 306 440), or its subsidiaries in the U.S. and/or other countries. All other trademarks are owned by their respective owners. Use of any Dassault Systèmes or its subsidiaries trademarks is subject to their express written approval.

Licensed Programs and services names may be trademarks or service marks of Dassault Systèmes or its subsidiaries.

