

DASSAULT SYSTEMES

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

Version 5 Release V5-6R2018 DELMIA Version 5 Release D5/E5-6R2018 ENOVIAVPM Version 1 Release 11

Terms that are initially capitalized are defined in the Glossary - Release 2, available at www.3ds.com/terms/glossary.

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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 V5-6R2018 and DELMIA Version 5 Release D5/E5-6R2018 and ENOVIAVPM Version 1 Release 11 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

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

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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.

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

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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 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.

Support for Oracle Software

Licensee may not contact Oracle for support for Oracle software 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

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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.

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