DASSAULT SYSTEMES LICENSED PROGRAM SPECIFICATIONS (LPS) FOR CATIA, ENOVIA VPLM, ENOVIA SmarTeam, DELMIA and SIMULIA Version 5 Release V5-6R2020 DELMIA Version 5 Release D5/E5-6R2020 ENOVIAVPM Version 1 Release 13

Terms that are initially capitalized are defined in the Glossary - Release 3, available at 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 <u>Products</u>, Licensed Programs and/or Program Services (<u>Support Services</u>) do not imply that <u>DS</u> 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 V5-6R2020 and DELMIA Version 5 Release D5/E5-6R2020 and ENOVIAVPM Version 1 Release 13 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 <u>Agreement</u>, and according to one of the following licensing schemes (specifying the authorized use and end-users), as specified in the <u>Product Portfolio</u> if available, and as determined in the applicable <u>Quote</u>:

- > Add-on
- Concurrent (or floating) Based
- Machine (or node-lock) Based
- 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 <u>Documentation</u>, 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 Programs for which a right to use 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 SmarTeam LICENSED PROGRAMS

a) Licensee is authorized to give access to the SMARTEAM - Community Workspace Configuration (5CC-SCT) Licensed Programs to Extended Enterprise User(s) for the sole and exclusive purpose of enabling the Extended Enterprise User(s) to conduct business with Licensee, provided that use of the Licensed Program by any such Extended Enterprise User(s) 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 SMARTEAM - Multi-site Administration Configuration (5CC-SMA) and the SmarTeam -Multi-site Vault Administration Configuration (5CC-SMV) Licensed Programs, as identified in the Documentation, may be accessed and used by Users in different physical locations and in countries additional to the Designated Country.

ADDITIONAL TERMS FOR SPECIFIC DELMIA V5 LICENSED PROGRAMS

For the Licensed Programs containing "identified user" in their names, 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 <u>Development Tool Kit</u>, 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 and defend 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.

EXTENDED ENTERPRISE USERS

For certain Licensed Programs as identified in the Product Portfolio and subject to all terms and conditions of the Agreement and this LPS, 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 Users to conduct business with Licensee, provided that use of the Licensed Programs by any such Extended Enterprise User shall be limited to use (i) solely as configured and deployed by Licensee and (ii) 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.

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

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<u>Company</u>. 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 and defend 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 COMPONENTS

The specific terms relating to the use of certain third party 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 COMPONENTS

The Licensed Programs may include open source 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 or Program Directory (PDir) of the Licensed Programs.

Moreover, some open source 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 or Program Directory (PDir) of the Licensed Programs themselves.

Source code for open source software components is available upon request. The warranty and indemnification provided by DS under the Agreement does NOT apply to all open source components. The original licensors of said open source components provide them on an "as is" basis and without any liability whatsoever to Licensee.

6.2 <u>ADDITIONAL THIRD PARTY TERMS</u>

The following terms apply in addition to the Agreement:

Oracle

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

under the "Description of Product Editions and Permitted Features" section.

- 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.
- 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.
- 7. Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features that are identified as such in the Licensing Information User Manual Oracle Java SE and Oracle Java Embedded Products Document, accessible at: http://www.oracle.com/technetwork/java/javase/documentation/index.html,

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.

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

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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 supplement those of the Glossary - Release 3, available at www.3ds.com/terms/glossary.

NONE

12. TRADEMARKS

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