DASSAULT SYSTEMES LICENSED PROGRAM SPECIFICATIONS (LPS) FOR CATIA, ENOVIA VPLM, ENOVIA SmarTeam, DELMIA and SIMULIA Version 5 Release V5-6R2023 DELMIA Version 5 Release D5/E5-6R2023 ENOVIAVPM Version 1 Release 16

Terms that are initially capitalized are defined in the Glossary - Release 6, available at https://www.3ds.com/terms/glossary.

1. LIST OF LICENSED PROGRAMS

The list of the <u>Licensed Programs</u> to which this LPS applies is in the <u>Product Portfolio</u> available at https://www.3ds.com/terms/product-portfolio/licensed-programs.

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2. HARDWARE AND SOFTWARE REQUIREMENTS

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

Hardware and software information for CATIA, ENOVIA VPLM, ENOVIA SmarTeam, DELMIA and SIMULIA Version 5 Release V5-6R2023 and DELMIA Version 5 Release D5/E5-6R2023 and ENOVIAVPM Version 1 Release 16 Licensed Programs are available at https://media.3ds.com/support/progdir.

3. LICENSED PROGRAM MATERIALS AVAILABILITY

Restricted materials - No.

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4. SUPPLEMENTAL TERMS

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- Concurrent (or floating) Based
- Machine (or node-lock) Based
- System License

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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.

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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.

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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.

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- 12. 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 https://www.3ds.com/terms/support-policies.

7.2 DESIGNATED MACHINE IDENTIFICATION

No

7.3 <u>TEST PERIOD</u>

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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 6, available at https://www.3ds.com/terms/glossary.

NONE

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