

Licensed Program Specifications

CATIA, ENOVIA VPLM, ENOVIA SmarTeam, DELMIA and SIMULIA V5 VERSION 5 RELEASE 21

Terms that are initially capitalized are defined in the Glossary - Release 1, available at <u>www.3ds.com/terms/glossary</u>.

Hardware and Software Requirements

For summary level hardware and software requirements, visit:

http://media.3ds.com/support/progdir/

Licensed Program Materials Availability

• Restricted materials - No. This licensed program is available without source licensed program materials. It is available in object code only.

Supplemental Terms

<u>Type/Duration of Program Services(also referred to as</u> <u>"Support Services")</u>

You will find all necessary information including processes, on Dassault Systèmes website :

http://www.3ds.com/terms/support-policies

The License Management Model

LICENSING SCHEMES & GEOGRAPHIC SCOPE

The licenses on the Licensed Programs to which this LPS applies are granted pursuant to the Agreement for the following usage and authorized users, up to the number of <u>Users</u> for which licenses have been ordered,

- <u>Concurrent Based</u> (floating)
- <u>Machine Based</u> (node-locked)
- Add-on Products
- <u>System License</u>

Licenses of the Licensed Programs to which this LPT applies are granted for use only in the country for which the license is ordered. Users whose usual workplace is located in the same country as the country where such use of the Licensed Program has been authorized, may use the Licensed Program in any other country (subject *inter alia* to the Export and Re-export laws and regulations provision of the Agreement) for purposes of a business trip of a maximum of thirty (30) consecutive days.

Except as otherwise provided for Licensed Programs for which use on the Internet is allowed as specified below, Users whose usual workplace is located in the same country as the country where such use of the Licensed Program has been authorized, may use the Licensed Program in any other country (subject *inter alia* to the Export and Re-export laws and regulations provision of the Agreement) for purposes of a business trip of a maximum of thirty (30) consecutive days.

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 <u>License Server(s)</u> on which the Licensed Programs are installed are located in the <u>Designated Country</u>.

OTHER PERMITTED USES

USE FOR CERTAIN SERVICES. Except for <u>Development Tool Kits</u>, Licensee is authorized to use such Licensed Programs for added-value engineering and/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 (A) 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 applications service provider, or (B) install and/or operate the Licensed Programs on any hardware and/or software environment owned by

or under control of any third party, or (C) 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 thereunder, 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.

UNIQUE TERMS FOR SPECIFIC PRODUCTS

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

(i)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, and

(ii) In addition to all terms and conditions of the Agreement and all other provisions of this LPT, Licensee agrees that it is responsible for ensuring that any use of the Licensed Programs by all Users and 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 of the terms of this Agreement shall also be deemed a breach by Licensee.

b) The terms and conditions in this sub-section (b) are applicable only to the SmarTeam Multi-site Administration Configuration and 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.

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. 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. Use of any Licensed Programs without any required lock device or authorization key provided by DS is prohibited.

Designated Machine Identification

No

Test Period

No

Use-Based Charges/Usage Restrictions

Charges for this program are based on the number of users logged on at any time. The total number of users logged on may not exceed the number for which you have been authorized. If the total number exceeds your authorization, you must notify Dassault Systèmes and obtain additional authorizations.

Softcopy Publications

The program that Dassault Systèmes licenses may include licensed publications in displayable or source form. Except as provided in this section, the terms and conditions of the license agreement with Dassault Systèmes 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 program. The licensed publications may also be copied and used on other machines in support of authorized use of this program.

To support authorized use of the 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. 1

<u>Warranty</u>

This program is warranted as specified in the Dassault Systèmes license.

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, this program will be provided "As Is" as specified in the Dassault Systèmes license.

Footnotes:

Trademarks

CATIA, ENOVIA, DELMIA and SIMULIA are trademarks or registered trademarks of Dassault Systèmes or its subsidiaries in the USA and/or other countries.

Company, products and services names may be trademarks or service marks of related companies.



References in this publication to Dassault Systèmes products, programs or services do not imply that Dassault Systèmes intends to make these available in all countries in which Dassault Systèmes operates.

Any other documentation with respect to this licensed program, including any documentation referenced herein, is provided for reference purposes only and does not extend or modify these specifications.

June 2011