

# LICENSED PROGRAMS TERMS FOR CATIA - UP VERSION 5 RELEASE 20

Terms that are initially capitalized are defined in the Glossary - Release 1, available at <a href="http://www.3ds.com/terms/glossary">http://www.3ds.com/terms/glossary</a>.

These Licensed Programs Terms ("LPT") and the terms incorporated herein by reference (including terms referenced on a website), are an integral part of the license agreement between <u>DS</u> and <u>Licensee</u> ("Agreement"), which refers to this LPT. In the event of a discrepancy, inconsistency or contradiction between this LPT and the other terms of the Agreement, the provisions of this LPT shall prevail, but only with respect to the <u>Licensed Programs</u> to which this LPT applies. Licensee acknowledges that it has full knowledge of all these terms and those incorporated herein by reference.

### **AVAILABLE PRICING STRUCTURES**

Licenses and <u>Support Service</u> on the Licensed Programs to which this LPT applies may be ordered according to one of the following pricing structures:

- PLC/ALC, or
- YLC

Other pricing structures may be made available on a case by case basis.

#### LICENSING SCHEMES & GEOGRAPHIC SCOPE

The licenses on the Licensed Programs to which this LPT 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,
- in Concurrent Based mode or as Add-on Products,
- and only for use 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 Reexport laws and regulations provision of the Agreement) for purposes of a business trip of a maximum of thirty (30) consecutive days.

#### **OTHER PERMITTED USES**

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**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

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