



LICENSED PROGRAMS TERMS FOR DELMIA Apriso Release 9.7

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

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 [DS](#) and [Licensee](#) ("[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 [Licensed Programs](#) 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 [Support Services](#) on the Licensed Programs to which this LPT applies may be ordered according to one of the following pricing structures:

- [PLC/ALC](#)

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

LICENSING SCHEMES & GEOGRAPHIC SCOPE

Licenses for the Licensed Programs to which this LPT applies may be granted pursuant to the Agreement and according to one of the following licensing schemes (specifying the authorized use), as specified in the [Product Portfolio](#) if available, and as determined in the applicable [Quote](#):

- [Named User Based](#)
- [System License](#)

Licenses for the Licensed Programs to which this LPT applies are granted for use on [Machines](#) by the [Users](#) (and [Extended Enterprise Users](#), as applicable) only (i) at the Site or Satellite Site, as identified in the Agreement and (ii) for a determined number of Resources, as identified in the Quote and for which the licenses are ordered.

Each license of the Licensed Program which is assigned according to the Named User Based licensing scheme is granted to a specific [Named User](#) or a specific [Extended Enterprise Named User](#) as applicable, for a minimum duration of thirty (30) days even if the user's use of the Licensed Program is removed during this period.

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.

SPECIFIC PROVISIONS FOR CERTAIN LICENSED PROGRAMS

Center Of Excellence Licensed Programs: For System License based licensing scheme applicable to Center Of Excellence (ACE) and Center Of Excellence for an additional site (1CE) Licensed Programs, licenses for such Licensed Programs are granted for use on Machines by the Users only for a determined number of identified Sites, as listed in the Agreement and for which the licenses are ordered. A System License for a 1CE Licensed Program requires a System License of the ACE Licensed Program to be executed.

Time & Labor Licensed Programs: For System License based licensing scheme applicable to Time & Labor (ATL) and Time & Labor - for 1 Employee (T1L) Licensed Programs, licenses for such Licensed Programs are granted for use on Machine by the Users only (i) on the Site or Satellite Site and (ii) for a determined number of Licensee's employees, as identified in the Agreement and for which the licenses are ordered. A System License for a T1L Licensed Program requires a System License of the ATL Licensed Program to be executed.

Satellite Operations Site (ASI) Licensed Program: The ASI Licensed Program requires a System License of Production Manager (AOM) and Production Manager Resource (O1M) Licensed Programs to be executed. In this case, (i) the Site shall extend to include one additional Satellite Site and (ii) the total number of Resources shall include the aggregate number of Resources of the Site and one additional Satellite Site.

Supplier Quality (ASQ) Licensed Program: The ASQ Licensed Program requires a System License of Production Manager (AOM) and Production Manager Resource (O1M) Licensed Programs to be executed.

ADDITIONAL DEFINITIONS

The following definitions are added to the Glossary - Release 1, available at www.3ds.com/terms/glossary.

Resource means an individual, a user, a computer work station, an equipment, a tool, or another non-inventory asset that Licensee wants to be managed, monitored, tracked, measured, or otherwise understood by the Licensed Program(s).

Satellite Site means a single building belonging to Licensee or under its sole control or supervision containing a distinct production and/or warehouse environment (as identified in the Agreement), which is not part of the Site, but which may remotely access via the Internet (subject inter alia to the Export and Re-export laws and regulations provision of the general terms of the Agreement) the Licensed Program(s) installed at the Site. For the avoidance of doubt, under no circumstance may a Satellite Site download or install the Licensed Program(s) granted for the Site. A unique determined number of Resources is associated to a Satellite Site. The number of Resources for the Satellite Site is added to the number of the Site Resources. Any Licensed Program license ordered for the Site has to be ordered for the total number of Resources of the Site and the Satellite Site(s).

Site means a single building belonging to Licensee or under its sole control or supervision containing a distinct production and/or warehouse environment as identified in the Agreement. A unique determined number of Resources is associated to a Site. Any Licensed Program license ordered for the Site has to be ordered for this same number of Resources.

OTHER PERMITTED USES

USE FOR CERTAIN SERVICES. Except for [Development Tool Kits](#), 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.

REMOTE ACCESS. If so specified in the Product Portfolio, Users and/or Extended Enterprise Users may access and use the Licensed Program remotely via the Internet from any country (subject inter alia to the export and re-export laws and regulations provision of the general terms of the Agreement).

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 LPT, 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.

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.

LICENSEE'S RESPONSIBILITY. 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, 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.

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 (including IP and MAC addresses). 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. Licensee may not take any steps to avoid or defeat the purpose of any such measures. Use of any Licensed Programs without any required lock device or authorization key provided by DS is prohibited.

TRADEMARKS

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