

DASSAULT SYSTEMES

LICENSED PROGRAMS TERMS (LPT) FOR DELMIA Apriso Release 2017

Terms that are initially capitalized are defined in the Glossary - Release 2, 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.

1. PRICING STRUCTURES

Licenses and [Support Services](#) for the Licensed Programs to which this LPT applies are granted according to one of the following pricing structures mentioned in the related [Quote](#), as specified in the [Product Portfolio](#) if available.

- [PLC/ALC](#)

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

2. LICENSING SCHEMES AND GEOGRAPHIC SCOPE

2.1. GENERAL RULES

The licenses for the Licensed Programs to which this LPT applies are granted pursuant to the Agreement, and according to one of the following licensing schemes (specifying the authorized use and end-users), as specified in the Product Portfolio if available, and as determined in the applicable Quote:

- [System License](#) (i.e. usage rights granted to the Users or Affiliate’s Users at a given Site, as defined below)
- [Named User Based](#)

Licenses for the Licensed Programs to which this LPT applies are granted for use on Machines by the Users and the Affiliate’s Users (and Extended Enterprise Users and Affiliate’s 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.

Customer shall be jointly and severally responsible for any breach by the Affiliate(s) and/or authorized users of the terms and conditions contained in the Agreement including this LPT.

It is agreed that, notwithstanding anything to the contrary provided in the [Documentation](#), 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.

2.2. SPECIFIC PROVISIONS FOR CERTAIN LICENSED PROGRAMS

Center Of Excellence (ACE) and Center Of Excellence for an additional site (1CE) Licensed Programs: For System License based licensing scheme, licenses for such Licensed Programs are granted for use on Machine(s) by the Users or the Affiliate’s 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 (ATL) and Time & Labor - for 1 Employee (T1L) Licensed Programs: For System License based licensing scheme, licenses for such Licensed Programs are granted for use on Machine(s) by the Users or the Affiliate's Users only (i) on the Site or Satellite Site and (ii) for a determined number of Licensee's or Affiliate'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.

MPI Enterprise (AIE) and MPI Enterprise for an additional connected site (AIA) Licensed Programs: License for the Licensed Program AIE is granted for use on Machine(s) by the Users or the Affiliate's Users only at the Site. License for the Licensed Program AIA extends the grant for use of AIE to additional identified Site(s), as listed in the Agreement.

Global Traceability (AGT) and Global Traceability for an additional data source (1GT) Licensed Programs: License for AGT Licensed Program is granted for use on Machine(s) by the Users or the Affiliate's Users only at the Site. License for 1GT Licensed Program extends the grant for use to additional data source to which AGT Licensed Program is connected. A data source can be a DELMIA Apriso instance, a data base, ERP (Enterprise Resource Planning), MES (Manufacturing Execution System) or any other business system that is Licensee or Affiliate owned and/or operated.

Complex Assembly Production Operator (APP) and Complex Assembly Production Operator User (P1P) Licensed Program: For System License based licensing scheme, licenses for such Licensed Programs are granted for use on Machine(s) by the Users or the Affiliate's Users only (i) on the Site or Satellite Site and (ii) for a determined number of Licensee's or Affiliate's Users, as identified in the Transaction Document and for which the licenses are ordered. A System License for a P1P Licensed Program requires a System License of the APP Licensed Programs to be executed.

Production Supervisor (APV) and Production Supervisor User (P1V) Licensed Program: For System License based licensing scheme, licenses for such Licensed Programs are granted for use on Machine(s) by the Users or the Affiliate's Users only (i) on the Site or Satellite Site and (ii) for a determined number of Licensee's or Affiliate's Users, as identified in the Agreement and for which the licenses are ordered. A System License for a P1V Licensed Program requires a System License of the APV Licensed Programs to be executed.

3. OTHER PERMITTED USES FOR LICENSED PROGRAMS

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

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 Programs by any such Extended Enterprise Users 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.

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.

4. 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.

5. ADDITIONAL DEFINITIONS

The following definitions supplement those of the Glossary - Release 2, available at www.3ds.com/terms/glossary.

Affiliate means any entity which Controls, is Controlled by, or is under common Control with the Licensee. Such entity shall be deemed to be an "Affiliate" only so long as such Control exists. Upon request, Licensee agrees to confirm in writing to DS the Affiliate status of a particular entity.

Affiliate's Extended Enterprise User means an employee of Affiliate's affiliate(s), supplier(s) and/or licensee(s) authorized to use Licensee's Licensed Program for the sole and exclusive purpose of enabling the Affiliate's Extended Enterprise User(s) to conduct business with Affiliate. The use of the Licensed Program by any such Affiliate's Extended Enterprise User(s) 1) shall be solely limited to use (a) as configured and deployed by Licensee and (b) in connection with the Affiliate's Extended Enterprise User's performance of services for and on behalf of Affiliate, and 2) shall exclude any use by Affiliate's Extended Enterprise User (a) for its own account or a third party's account, or (b) for the purpose of modifying, otherwise using, maintaining or hosting the Licensed Program. Affiliate's Extended Enterprise Users are authorized if so specified in the Product Portfolio.

Affiliate's User means any (a) Affiliate's employee, or (b) employee of Affiliate's consultant(s) or subcontractor(s) (i) who accesses a Licensed Program, (ii) who works for the exclusive internal needs of Affiliate and (iii) whose usual workplace is located within Affiliate's premises.

Control and/or **Controlled by** means (a) in the case of corporate entities, direct or indirect ownership of more than fifty percent (50%) of the stock or shares entitled to vote for the election of directors; or (b) in the case of non-corporate entities, direct or indirect ownership of more than fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

Extended Enterprise Named User means an Extended Enterprise User or Affiliate's Extended Enterprise Users identified with a unique username and password to use the Licensed Program from a single machine at any given time.

Named User means a User or an Affiliate User identified with a unique username and password to use the Licensed Program from a single machine at any given time.

Remote Access means, if so specified in the Product Portfolio, that Users, Affiliate's Users, Extended Enterprise Users and/or Affiliate's 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 provisions of the Agreement).

Resource means an individual, a user, a computer work station, an equipment, a tool, or another non-inventory asset that Licensee or Affiliate, if applicable, 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 an Affiliate or under their 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 or group of buildings that constitutes a consistent manufacturing unit located at the same address belonging to Licensee or an Affiliate and under their sole control or supervision containing a distinct production and/or warehouse environment. The Affiliate(s), if applicable, and the Site(s) are 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.

The following definitions supersede the definitions of the Glossary - Release 2, available at www.3ds.com/terms/glossary.

Machine means a computer equipment on which a Licensed Program is executed (1) (a) belonging to Licensee or an Affiliate or under their sole control or supervision and (b) located on Licensee's or Affiliate's premises (provided when applicable that Users, Affiliate's Users, Extended Enterprise Users and Affiliate's Extended Enterprise Users, as applicable, may occasionally use laptop computers outside Licensee's or Affiliate's premises) or (2) operated by a third party service provider as specifically authorized in the Agreement solely for and on behalf of Licensee or Affiliate, as applicable, in the same country.

Named User Based. Use of a Licensed Program in Named User Based mode is authorized for the maximum number of Named Users, Affiliate's Named Users, Extended Enterprise Named Users and/or Affiliate's Extended Enterprise Named Users, as applicable, defined in related Agreement. If so specified in the Product Portfolio, certain Licensed Programs used in Named User Based mode can be run on several machines at the same time, within the limit of the consumption capacity of the Token Based licenses. Licensee or Affiliate shall not use any automated program or "user agent" program or utilities for multiple Users, Affiliate's Users, Extended Enterprise Users and/or Affiliate's Extended Enterprise Users, as applicable, and Licensee shall ensure that Named Users, Affiliate's Named Users, Extended Enterprise Named Users and Affiliate's Extended Enterprise Named Users do not share or use the same username and password. Licensee may replace Named User(s), Affiliate's Named User(s), Extended Enterprise Named User(s) or Affiliate's Extended Enterprise Named User(s), as applicable, as necessary to reflect permanent personnel change(s), provided that the number of individuals authorized to use the Licensed Program does not exceed the maximum number of rights granted to Licensee for such Licensed Program. Upon DS's request, Licensee shall provide DS with a signed document listing (i) the number of Named Users, Affiliate's Named Users, Extended Enterprise Named Users and Affiliate's Extended Enterprise Named Users, as applicable, (ii) the type of use of the Licensed Programs, and (iii) the locations and types of the systems on which Licensed Programs operate or Licensee has installed the Licensed Program(s) as applicable. DS may provide Licensee with one or more utilities, either included within the Licensed Program(s) or separately, for the purpose of analyzing access right(s) and utilization, to establish usage by Licensee. In such case, Licensee shall provide, if applicable, the unedited and unmodified output file(s) and/or report(s) resulting from the operation(s) of such utility(ies), along with a signed declaration that the file(s) is(are) representative of actual Licensed Program(s) usage. Licensee is responsible for implementing all reasonable means to monitor its compliance with the terms of the Agreement.

Token Based. Use of a Licensed Program granted in Token Based mode provides a right to use a determined number of tokens for the duration of the license. Tokens are reserved for one use at a time and when released, are available for other uses. The quantity of tokens required for a given use of the Licensed Program is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such Licensed Program. Pool of tokens of same type can be accessed and used simultaneously by one or several authorized Users, Affiliate's Users, Extended Enterprise Users and/or Affiliate's Extended Enterprise Users and/or Machines, as applicable within the limit of the number of available tokens.

Tokens of given type(s) may be required to enable use of other Licensed Program.

6. TRADEMARKS

APRISO, 3DEXPERIENCE, the Compass logo and the 3DS logo, CATIA, SOLIDWORKS, ENOVIA, DELMIA, SIMULIA, GEOVIA, EXALEAD, 3D VIA, BIOVIA, NETVIBES, 3DSWYM, IFWE and 3DEXCITE are commercial trademarks or registered trademarks of Dassault Systèmes, a French "société européenne" (Versailles Commercial Register # B 322 306 440), or its subsidiaries in the U.S. and/or other countries. All other trademarks are owned by their respective owners. Use of any Dassault Systèmes or its subsidiaries trademarks is subject to their express written approval.

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