



## LICENSED PROGRAMS TERMS FOR INTERCIM PERTINENCE SUITE POWERED BY VELOCITY VERSION 2009.2

Terms that are initially capitalized are defined in the Glossary - Release 1, available at <http://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 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 Service](#) on the Licensed Programs to which this 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.

### **LICENSE & GEOGRAPHIC SCOPE**

The licenses on the Licensed Programs to which this LPT applies are granted pursuant to the Agreement, and according to one the following licensing structures (specifying the authorized use and users, subject to the maximum quantities set forth in the order issued by Licensee pursuant to a [Quote](#)), as specified in the Product Portfolio, the terms of which are incorporated herein by reference (or, if not so designated in the Product Portfolio, in the order issued by Licensee pursuant to a Quote accepted by DS):

- [Machine Based](#) (node-lock)
- [Concurrent Based](#) (floating)
- [Named User Based](#)
- [Add-on Product](#)
- [System License](#)

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 and/or Named Users if applicable, 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.

However, the following license limitations apply:

- a) If so specified in an order issued by Licensee pursuant to a Quote, and accepted by DS, Licensed Programs shall be used only at the particular office, building, physical location, or within a given department of Licensee.
- b) Licensed Programs shall be used only with the machine types and other hardware products, together with third party software and/ or any other Licensed Programs necessary to operate such Licensed Programs, and hardware, that are identified in the Documentation and the order issued for such Licensed Programs by Licensee pursuant to a Quote.
- c) Licensed Programs identified in order issued by Licensee pursuant to a Quote, and accepted by DS, or in the Documentation for use on a “dev,” development or test basis (or words of similar effect) shall be used only in a separate test computer system environment for the purpose of testing such Licensed Program(s) and/or configurations thereof, and such use specifically excludes the right to use any such Licensed Program for manufacturing, manufacturing intelligence, manufacturing operations or any other production or business

purposes.

**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.

### **THIRD PARTY SOFTWARE**

In addition to the Agreement, including without limitation the [Specific Terms for Third Party Software](#), Licensee acknowledges and agrees that, in order to be able to run the PAS, it must also purchase, unless it already has, an appropriate Oracle or SQL Server data base license from the legal providers of such data base products.