

LICENSED PROGRAMS TERMS FOR

Industry Solutions Business Process Accelerators (BPA)

Delivery 10 for V5-6R2012

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 <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 Services</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:

• Concurrent Based (floating)

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.

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.

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