



LICENSED PROGRAMS TERMS FOR

CATIA, ENOVIA VPLM, ENOVIA SmarTeam, DELMIA and SIMULIA V5

VERSION 5 RELEASE 21

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, 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 Users for which licenses have been ordered:

- Concurrent Based (node-lock)
- Machine Based (floating)
- Add-on Products
- 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 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.

Except as otherwise provided for Licensed Programs for which use on the Internet is allowed as specified below, 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.

Licensed Programs identified in the Documentation as being designed for use on the Internet may be used worldwide, over the Internet, as long as the License Server(s) on which the Licensed Programs are installed are located in the Designated Country.

Programs shall be used only at the particular office, building, physical location, or within a given department of Licensee.

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.

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UNIQUE TERMS FOR SPECIFIC PRODUCTS

a) The terms and conditions in this sub-section a) are applicable only to the SmarTeam Community Workspace Configuration:

(i) 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, and

(ii) 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 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 of the terms of this Agreement shall also be deemed a breach by Licensee.

b) The terms and conditions in this sub-section (b) are applicable only to the SmarTeam Multi-site Administration Configuration and SmarTeam Multi-site Vault Administration Configuration:

As identified in the Documentation, these Configurations may be accessed and used by Users in different physical locations and in countries additional to the Designated Country.

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