

DASSAULT SYSTEMES

LICENSED PROGRAMS TERMS (LPT) FOR CATIA, ENOVIA VPLM, ENOVIA SmarTeam, DELMIA and SIMULIA

Version 5 Release V5-6R2023 DELMIA Version 5 Release D5/E5-6R2023 ENOVIAVPM Version 1 Release 16

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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.

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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.

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- [TBL/ALC](#)
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- [Concurrent \(or floating\) Based](#)
- [Machine \(or node-lock\) Based](#)
- [System License](#)

Except as otherwise provided for Licensed Programs to which use on the Internet is allowed as specified below, 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 in the country for which the licenses are ordered. However, (i) Users, whose usual workplace is located in the same country as the country where such use of the Licensed Programs has been authorized, may use the Licensed Programs in any other country (subject inter alia to the export and re-export laws and regulations provisions of the Agreement) for purposes of a business trip of a maximum of thirty (30) consecutive days and (ii) DS may authorize, on a case-by-case basis, the use of certain Licensed Programs by the Users (and Extended Enterprise Users, as applicable) on a Remote Access mode.

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- 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.

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a) Licensee is authorized to give access to the *SMARTEAM - Community Workspace Configuration (5CC-SCT)* Licensed Programs to Extended Enterprise User(s) for the sole and exclusive purpose of enabling the Extended Enterprise User(s) to conduct business with Licensee, provided that use of the Licensed Program by any such Extended Enterprise User(s) 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.

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ADDITIONAL TERMS FOR SPECIFIC DELMIA V5 LICENSED PROGRAMS

For the Licensed Programs containing "identified user" in their names, identified user(s) means the User(s) who are appointed by Licensee to use the Licensed Programs. The list of the identified users shall not be modified without DS' prior written approval.

Moreover, for certain Licensed Programs which can be ordered under the System License scheme, if so specified in the name of a given Licensed Program, the number of Users of such Licensed Program may be limited.

3. OTHER PERMITTED USES FOR LICENSED PROGRAMS

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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 and defend 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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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 Users to conduct business with Licensee, provided that use of the Licensed Programs by any such Extended Enterprise User 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.

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5. ADDITIONAL DEFINITIONS

The following definitions supplement those of the Glossary - Release 6, available at <https://www.3ds.com/terms/glossary>.

NONE

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