DASSAULT SYSTEMES
OFFERING SPECIFIC TERMS (OST) FOR
CATIA, ENOVIA VPLM, ENOVIA SmarTeam, DELMIA and SIMULIA
Version 5 Release V5-6R2027
ENOVIAvpm Version 1 Release 20
3DS OFFERINGS

This OST (Offering Specific Terms) and the terms incorporated herein by reference (including terms referenced on a website) are an integral part of the license and online services agreement between 3DS and Customer ("Agreement"), which refers to this OST. In the event of a discrepancy, inconsistency or contradiction between this OST and the other terms of the Agreement, the provisions of this OST shall prevail, but only with respect to the 3DS Offerings to which this OST applies. Customer acknowledges that it has full knowledge of all the terms of this OST and those incorporated herein by reference.

1. PRICING STRUCTURES

Licenses and Support Services for the 3DS Offerings to which this OST applies are granted according to the pricing structures mentioned in the related Transaction Document. Standard pricing structures are defined in the section "DEFINITIONS" of this OST, even though those pricing structures may not be applicable to the 3DS Offerings to which this OST applies. Other pricing structures may be made available on a case-by-case basis.

Notwithstanding anything to the contrary in this OST, in case of orders made to Distributors, Distributors are free to set their own applicable Customer price and price increase, as applicable.

2. LICENSING SCHEMES AND GEOGRAPHIC SCOPE

2.1 GENERAL RULES

Licenses for the 3DS Offerings to which this OST applies may be granted according to one of the following licensing schemes (specifying the authorized use), as specified in the Product Portfolio if available, and as determined in the applicable Transaction Document:

- Add-on
- Concurrent (or Floating) Based
- Machine (or node-lock) Based
- System License

Except as otherwise provided for 3DS Offerings to which use on the Internet is allowed as specified below, licenses for the 3DS Offerings to which this OST applies are granted for use on Machines by the Users (and Extended Enterprise Users, as applicable) only in the country or countries for which such 3DS Offerings are ordered. However, (i) Users, whose usual workplace is located in the same country as the country in which such use of the 3DS Offerings has been authorized, may use the 3DS Offerings 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 (ii). 3DS may authorize, on a case-by-case basis, the use of certain 3DS Offerings by the Users (and Extended Enterprise Users, as applicable) on a Remote Access mode.

3DS Offerings 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.

It is agreed that, notwithstanding anything to the contrary provided in the Documentation, software components packaged and delivered by 3DS as part of a given 3DS Offering:

- shall solely be used together and as part of such 3DS Offering and
- shall not be used standalone and/or for other purposes than the ones for which such 3DS Offering has been marketed and granted to Customer by 3DS.

If a patent invention is implemented in the 3DS Offering for which a right to use or access is granted pursuant to the Agreement, 3DS hereby grants Customer a non-exclusive license on the applicable patent limited to the use of such 3DS Offering.

2.2 SPECIFIC PROVISIONS FOR CERTAIN 3DS OFFERINGS

2.2.1 CATIA PACKAGED OFFERINGS WITH CLOUD SERVICES

Access to the Packaged Offerings listed below provides access to the **3D**EXPERIENCE Online Services, in addition to the included CATIA V5 PLM Express Edition 3 Licensed Programs, as described in the table below. For each Packaged Offering listed below, the included **3D**EXPERIENCE Online Services may be used only by a user authorized to use the corresponding CATIA V5 PLM Express Edition 3 Licensed Programs. Individual conditions related to those Packaged Offerings and included 3DS Offerings are described in the Product Portfolio.

3DS Packaged Offering Name	Product Number	CATIA V5 PLM Express Edition 3 Licensed Programs included	3DEXPERIENCE Online Services included
CATIA with Cloud Services	*5OB-CATPOW*	*5CC-CAC* *	*6NP-IFW-OC*, *6NP-CSV-OC*, *6NP-UE5-OC* **
CATIA Engineer Excellence with Cloud Services	*5OB-CATEP*	*5CC-CAC*, *5AP-FPE*, *5AP-JTE*, *5AP-LOE*, *5AP-TRE* *	*6NP-IFW-OC*, *6NP-CSV-OC*, *6NP-UE5-OC* **
CATIA Mechanical Engineer Excellence with Cloud Services	*5OB-CATMEP*	*5CC-CAC*, *5AP-FPE*, *5AP-FTX*, *5AP-JTE*, *5AP-MCE*, *5AP-PRX*, *5AP-TRE* *	*6NP-IFW-OC*, *6NP-CSV-OC*, *6NP-UE5-OC* **
CATIA Mechanical & Shape Engineer Excellence with Cloud Services	*5OB-CATMSP*	*5CC-CAC*, *5AP-FPE*, *5AP-FSX*, *5AP-FTX*, *5AP-HCX*, *5AP-JTE*, *5AP-MPE*, *5AP-PRX*, *5AP-TRE* *	*6NP-IFW-OC*, *6NP-CSV-OC*, *6NP-UE5-OC* **

*Licensed Programs names:
5CC-CAC: *CATIA - CATIA Team PLM Configuration*
5AP-FPE: *CATIA - Fabricated Product Creation*
5AP-JTE: CATIA - Jigs & Tooling Creation
5AP-LOE: CATIA - 3D Layout & Annotations
5AP-TRE: *CATIA - Technological Specifications Review*
5AP-FTX: *CATIA - 3D Master*
5AP-MCE: *CATIA - Mechanical Product Creation*
5AP-PRX: *CATIA - Animated Product Review*
5AP-FSX: CATIA - Freestyle Shape Design
5AP-HCX: CATIA - Mechanical Shape Optimization
5AP-MPE: CATIA - Molded Product Creation

** Online Services names:
6NP-IFW-OC: *3DSwymer*
6NP-CSV-OC: *Collaborative Industry Innovator*
6NP-UE5-OC: *Collaborative Designer for CATIA V5*

For the included CATIA V5 PLM Express Edition 3 Licensed Programs listed in the table above:
- the use of such 3DS Offerings is covered by this OST and all related additional terms if any,
- the Support Policies for Licensed Programs apply.

For the **3D**EXPERIENCE Online Services listed in the table above:
- the use of such 3DS Offerings is covered by the current OST for **3D**EXPERIENCE Online Services and all related additional terms,
- the Support Policies for Online Services and the Service Level Agreement for Online Services apply,
- access to those Online Services is granted only if Customer is current on ALC payment.

Price Increase for ALC
Notwithstanding the ALC definition, for the Packaged Offerings listed in the table above, the applicable price for the ALC renewal for any subsequent year may be subject to price increase at the sole discretion of 3DS. ALC price increases will be communicated at least ninety (90) days before the renewal date through the renewal notification.

Price Increase for YLC
Notwithstanding the YLC definition, for the Packaged Offerings listed in the table above, the applicable price for the YLC renewal for any subsequent year may be subject to price increase at the sole discretion of 3DS. YLC price increases will be communicated at least ninety (90) days before the renewal date through the renewal notification.

Termination of Packaged Offerings and/or related Support Services
Customer may terminate the license to any Packaged Offering listed in the table above by providing 3DS with at least thirty (30) days prior written notice. For perpetual licenses, such termination will take effect thirty (30) days after receipt of such notice; for fixed-term licenses, such termination will take effect at the expiration of the then-current term.
Absent notice from Customer in accordance with this section, fixed-term licenses of such Packaged Offerings shall automatically renew.

Termination of a Packaged Offering means that the included Licensed Programs and Online Services are terminated simultaneously.

For purpose of clarification, when Customer terminates Support Services of a Packaged Offering listed in the table above, the Online Services included in such Packaged Offering will terminate automatically.

2.2.2 ADDITIONAL TERMS FOR SPECIFIC ENOVIA SmarTeam LICENSED PROGRAMS

a) Customer is authorized to give access to the *SMARTEAM - Community Workspace Configuration (5CC-SCT)* Licensed Program to Extended Enterprise Users, even if not mentioned in the Product Portfolio.
b) The *SMARTEAM - Multi-site Administration Configuration (5CC-SMA)* and the *SmarTeam - Multi-site Vault Administration Configuration (5CC-SMV)* Licensed Programs, as identified in the Documentation, may be accessed and used by Users in different physical locations and in countries additional to the Designated Country.

2.2.3 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 Customer to use the Licensed Programs. The list of the identified users shall not be modified without 3DS's prior written approval.
Moreover, for certain 3DS Offerings that can be ordered under the System License scheme, if so specified in the name of a given 3DS Offering, the number of Users of such 3DS Offering may be limited.

3. SPECIFIC TERMS RELATED TO THE USE OF CERTAIN 3DS OFFERINGS OR SERVICES

USE FOR CERTAIN SERVICES

Except for Development Tool Kits, Customer 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 Customer of the Licensed Programs. In any event, Customer 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 3DS. Customer shall indemnify and defend 3DS against any claim, expense, judgment, damage or loss (including reasonable attorneys' fees) which arises out of or in any way relates to Customer's use of the Licensed Programs with third-party end users.

SOFTWARE CODE DEVELOPMENT FOR CUSTOMER USE

If explicitly specified in the Documentation, Customer is entitled to use the tools and menu options contained in certain 3DS Offerings to develop software code for Customer use as a standalone item or as embedded in Customer's commercial products. Such software code shall not depend on or make use of the 3DS Offering during the operation of said Customer's products by its end-users, including through Application Programming Interfaces (API).

4. SPECIFIC TERMS FOR THIRD-PARTY COMPONENTS

The specific terms relating to the use of certain third-party components or products not developed by or for a 3DS Group Company and granted to Customer to be used in connection with or within a 3DS Offering are defined hereafter:

4.1 OPEN-SOURCE COMPONENTS

The 3DS Offerings may include open-source components. Whenever notices (such as acknowledgment, copies of licenses or attribution notice) are required by the original licensor, such notices are included in the Documentation or Program Directory (PDir) of the 3DS Offerings.

Moreover, some open-source components may not be distributed and licensed under the terms of the Agreement but under the terms of their original licenses as set forth in the Documentation or Program Directory (PDir) of the 3DS Offerings themselves.

Source code for open-source software components licensed under terms and conditions that mandate availability of such source code is available upon request. Except for components mentioned in the section EXCLUSIONS below, the warranty and indemnification provided by 3DS under the Agreement apply to all open-source software components and shall be provided by 3DS and not by the original licensor, but only for the use of the 3DS Offerings that is in compliance with the terms of the Agreement, and in conjunction with the 3DS Offerings. The original licensors of said open-source software components provide them on an "as is" basis and without any liability whatsoever to Customer.

4.2 ADDITIONAL THIRD-PARTY TERMS

The following terms apply in addition to the Agreement:

Oracle

The following terms also apply if Customer is granted licenses of Oracle software:

1. The Oracle software licenses shall be used only in conjunction with the 3DS Offerings.
2. Customer shall not publish the results of any benchmark tests run on the Oracle software.
3. Oracle or its licensor retains all ownership and intellectual property rights to Oracle software.
4. Oracle is a third-party beneficiary of the Agreement.
5. The parties agree to exclude the Agreement from the applicability of the Uniform Computer Information Transactions Act.
6. Some Oracle software may include source code that Oracle may provide as part of its standard shipment of Oracle software and such source code shall be governed by the Agreement.
7. Customer shall not assign, give or transfer the licenses of the Oracle software or the Oracle agreement insofar as it relates to the Oracle software or use the Oracle software for rental, timesharing, subscription service, hosting or outsourcing; make the Oracle software available in any manner to any third party for use in the third party's business operations.
8. Customer shall not remove or modify any program marking or any notice of Oracle's or its licensor's proprietary rights.
9. Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features that are identified as such in the Licensing Information User Manual – Oracle Java SE and Oracle Java Embedded Products Document, accessible at http://www.oracle.com/technetwork/java/javase/documentation/index.html, under the "Description of Product Editions and Permitted Features" section.
10. Third-party technology may be appropriate or necessary for use with some Oracle software if specified in the Documentation. In such case, the third-party technology is licensed to Customer for use with the given 3DS Offering under the separate third-party terms.
11. Customer shall comply fully with all applicable export and import laws to assure that neither the Oracle software, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
12. Customer may not contact Oracle for support for Oracle software licensed through 3DS. Customer may not contact 3DS for support for Oracle software not licensed through 3DS.

4.3 EXCLUSIONS

The warranty and indemnification provided by 3DS under the Agreement are not applicable to third-party components listed hereunder:

Apache TomEE+ (including both Tomcat and Java EE) from the Apache Foundation which may be delivered for Customer convenience.

The Support Services provided by 3DS under the Agreement are not applicable to third-party components listed hereunder:

FastObjects

MainWin

5. DEFINITIONS

The following definitions supplement those of the section "Definitions" of the Agreement.

5.1 GENERAL DEFINITIONS

Configuration or **Package** means a standard set of 3DS Offerings which are bundled together. The 3DS Offerings composing such Configuration or Package shall only be operated together.

Development Tool Kit means a 3DS Offering specifically designed for application or content development. A Development Tool Kit is either identified (i) with "CAA" or "ENOVIA Studio" or "Toolkit" or "Development Toolkit" in the 3DS Offering name, or (ii) in the Transaction Document and/or the Product Portfolio.

Extended Enterprise User means an employee of Customer's affiliate(s), supplier(s) and/or customer(s) authorized to use Customer's 3DS Offering for the sole and exclusive purpose of enabling the Extended Enterprise User(s) to conduct business with Customer. The use of the 3DS Offering by any such Extended Enterprise User(s) (1) shall be solely limited to use (a) as configured and deployed by Customer and (b) in connection with the Extended Enterprise User's performance of services for and on behalf of Customer, and (2) shall exclude any use by 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 3DS Offering. Extended Enterprise Users are authorized if so specified in the Product Portfolio.

Machine means a device on which a 3DS Offering is executed and which is either (1) (i) (a) belonging to Customer or under its sole control or supervision and (b) located on Customer's premises or according to Teleworking conditions, or (ii) authorized by Customer according to its own information technology charter or equivalent whereby third-party devices (such as Users own devices) are specifically authorized, or (2) operated by a third-party service provider as specifically authorized in the Agreement solely for and on behalf of Customer.

Product Portfolio means a set of information related to the 3DS Offerings available at https://www.3ds.com/terms/product-portfolio/licensed-programs.

Remote Access means, if so specified in the Product Portfolio, that Users and/or Extended Enterprise Users may access and use the 3DS Offering remotely via the Internet from any country (subject inter alia to the export and re-export laws and regulations provisions of the Agreement).

Teleworking means any program authorized by and for the benefit of Customer to enable its employees to work outside its own premises, using information and communication technology (or equivalent program established by a Customer entitled to Education Use (or former Academic Use) of the 3DS Offerings for its Users).
Any use of 3DS Offerings while Teleworking is authorized if all of the following conditions are at all times met: (a) Customer's employees do so on Machine(s) connected to Customer's network (e.g. via Virtual Private Network), (b) Customer is able to provide access to such Machine(s) during a compliance verification according to the Agreement, and (c) Customer's employees use the 3DS Offerings for Customer's exclusive internal needs. Same use is authorized for Users of a Customer entitled to Education Use (or former Academic Use) of the 3DS Offerings.

User means any (a) Customer's employee, or (b) employee of Customer's consultant(s) or subcontractor(s) (i) who accesses a 3DS Offering, (ii) who works for the exclusive internal needs of Customer and (iii) whose usual workplace is located within Customer's premises. Subject to the terms and conditions of this Agreement, including without limitation, export-related obligations, Customer's employee may also work according to Teleworking conditions. For Education Use (or former Academic Use) of 3DS Offering**, User** means (i) any individual who works for Customer and is dedicated either to education or non-profit research or (ii) any individual duly enrolled in Customer's education program.

GENERAL DEFINITIONS SPECIFIC TO THIS OST

Designated Country means the country where the Designated Machine is located as identified in the Transaction Document.

Designated Machine means a server or workstation designated by Customer to execute a Licensed Program associated with a unique database instance.

License Server means the Machine for which license keys are authenticated, and from which tokens shall be available to other Machines, if applicable.

5.2 PRICING STRUCTURE DEFINITIONS

ALC means Annual License Charge which is a yearly charge. For the first year of each license of each 3DS Offering, ALC is due together with the PLC or TBL, as applicable. Payment of the ALC for a 3DS Offering entitles Customer to (i) Support Services for the 3DS Offering for one (1) year and (ii) a license (subject to the conditions set forth in the Agreement) to use the Release(s) of such 3DS Offering made available by 3DS during such year, in lieu of the license(s) on the previous Release(s) of the 3DS Offering delivered to Customer. The applicable price for the ALC for any given year is the price of the previous year plus the last percentage of increase applicable to the license of a 3DS Offering in a given country, as published at https://www.3ds.com/terms/price at least ninety (90) days before renewal date. However, such increase shall not exceed the increase which would have resulted from the revision of the price of the ALC according to the applicable price index since the date of the last price increase published by 3DS at https://www.3ds.com/terms/price for the related 3DS Offering.

PLC means Primary License Charge applicable to each license of a 3DS Offering ordered under the PLC/ALC pricing structure. The PLC is a one-time and non-refundable charge. Payment of the PLC for a 3DS Offering provides Customer with a perpetual license (subject to the conditions set forth in the Agreement) to use the Release of such 3DS Offering made available by 3DS on the Effective Date of the license.

QLC means the Quarterly License Charge for use of a 3DS Offering, subject to the conditions set forth in the Agreement. Payment of the QLC for a 3DS Offering entitles Customer to (i) a three (3) months license to use the Release of a 3DS Offering and its subsequent Release(s), if any, as made available by 3DS during such quarter, in lieu of the license(s) on the previous Release(s) of such 3DS Offering, and (ii) Support Services for the 3DS Offering for such three (3) months period. QLC is not automatically renewable. Termination of Support Services is not permitted without terminating the license of the 3DS Offering.

TBL means Term Based License charge applicable to each license of a 3DS Offering ordered under the TBL/ALC pricing structure. The TBL is a one-time and non-refundable charge. Payment of the TBL for a 3DS Offering provides Customer with a license for a period as described in the Product Portfolio and in the Transaction Document (subject to the conditions set forth in the Agreement) to use the Release of such 3DS Offering made available by 3DS on the Effective Date of the license. "TBLx" is a TBL for a period of "x" years. As an example, "TBL2" is a TBL for a period of two (2) years. TBL is not automatically renewable.

YLC means the Yearly License Charge for use of a 3DS Offering, subject to the conditions set forth in the Agreement. Payment of the YLC for a 3DS Offering entitles Customer to (i) a one (1) year license to use the Release of a 3DS Offering and its subsequent Release(s), if any, as made available by 3DS during such year, in lieu of the license(s) on the previous Release(s) of such 3DS Offering, and (ii) Support Services for the 3DS Offering for one (1) year. The applicable price for the YLC for any given year is the price of the previous year plus the last percentage of increase applicable to the use of a 3DS Offering in a given country, as published at https://www.3ds.com/terms/price at least ninety (90) days before renewal date. However, such increase shall not exceed the increase which would have resulted from the revision of the price of the YLC according to the applicable price index since the date of the last price increase published by 3DS at https://www.3ds.com/terms/price for the related 3DS Offering. Termination of Support Services is not permitted without terminating the license of the 3DS Offering.

5.3 LICENSING SCHEME DEFINITIONS

Add-on. When the use of a 3DS Offering is granted as an Add-on, such Add-on has to be used as bundled with another Configuration or Concurrent Based 3DS Offering. The Add-on shall not be operated separately.

Concurrent (or **Floating**) **Based**. Use of a 3DS Offering in Concurrent Based mode is authorized for a maximum number of simultaneous Users and/or Extended Enterprise Users, as applicable.

Extended Enterprise Named User means an Extended Enterprise User identified with a unique username and password to use the 3DS Offering from a single machine at any given time.

Machine (or **node-lock**) **Based**. Use of a 3DS Offering in Machine Based mode is authorized on the number of Machines for which the 3DS Offering has been ordered.

Named User means a User identified with a unique username and password to use the 3DS Offering from a single machine at any given time.

System License means a right to use certain 3DS Offerings for a specific database instance or as may be otherwise indicated in the Product Portfolio. A minimum number of Named User's (or Extended Enterprise Named User's, as applicable) rights to use certain identified 3DS Offerings may be required in order to be granted a System License. If the name of the 3DS Offering includes a specific reference to "Departmental Site License", such 3DS Offering shall be used only within a particular department of Customer at a particular office, building or physical location which shall be identified in the Transaction Document.
Customer may be requested to order certain 3DS Offerings rights to use, to be granted a System License.

6. TRADEMARKS

SMARTEAM and the trademarks listed in the Dassault Systèmes Trademarks section at https://www.3ds.com/legal-information are commercial trademarks or registered trademarks of Dassault Systèmes, a French "société européenne" (322 306 440 R.C.S. Versailles), or its subsidiaries in the United States 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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