

Specific Terms for Third Party Software

For
ENOVIA® VPLM
ENOVIA® MatrixOne® v. 10.6, 10.7 and 10.8
ENOVIA® SmarTeam
And ENOVIA® V6

A. Terms Applicable to ENOVIA VPLM, ENOVIA MatrixOne v. 10.6, 10.7 and 10.8, ENOVIA SmarTeam and ENOVIA V6

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B. Additional Terms Applicable to ENOVIA iPLM V6, ENOVIA SmarTeam and ENOVIA MatrixOne Licensed Programs

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Business Objects.

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- 5. When the Business Objects Software is licensed on a Concurrent Access basis, the aggregate number of Users accessing the Business Objects Software at any one time may not exceed the number of concurrent licenses Licensee has obtained. Concurrent licenses are assigned to a particular Deployment, and may not be shared among different Deployments. When using Concurrent Access licenses, Licensee may not utilize a program or system to cache or queue report requests.
- 6. The Crystal Reports report design application and utilities installed by the Crystal Reports setup program ("Designer Tools") are licensed on a Named User basis. Each copy of Crystal Reports Professional and Crystal Reports Developer includes one Named User license of the Designer Tools.
- 7. Licensee shall not: (i) use the Business Objects Software to develop a product which is competitive with any product offerings of Business Objects; (ii) use the Business Objects Software to develop a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of Business Objects; (iii) use unauthorized keycodes to access additional Business Objects Software functionality or performance; (iv) use unauthorized keycode(s) or distribute or publish keycode(s); (v) disclose any Business Objects Software benchmark results to any third party without the prior written approval of Business Objects.
- 8. Licensee shall abide by the terms of the Business Objects end user license which is part of the installation process, including any country unique terms.
- 9. Business Objects and/or its suppliers reserve all rights not expressly granted to Licensee. Business Objects' suppliers are the intended third party beneficiaries of the License Agreement between Licensee and Company and have the express right to rely upon and directly enforce the terms set forth herein.

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- 1. The Oracle software licenses shall be used only in conjunction with the Licensed Programs.
- 2. Licensee shall not publish the results of any benchmark tests run on the Oracle software.
- 3. Licensee shall comply with all applicable export and import laws to assure that the Oracle software and any direct product thereof, are not exported in violation of applicable laws.
- 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. Licensee shall not assign the licenses to the Oracle software or the Agreement insofar as it relates to the Oracle software or rent or lease the Oracle software.

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