

**DASSAULT SYSTEMES**  
**THIRD PARTY SOFTWARE TERMS (TPST) FOR**  
**CATIA, ENOVIA VPLM, ENOVIA SmarTeam, DELMIA and SIMULIA**  
**Version 5 Release V5-6R2018**  
**DELMIA Version 5 Release D5/E5-6R2018**  
**ENOVIAvpm Version 1 Release 11**  
**LICENSED PROGRAMS**

**1. OPEN SOURCE SOFTWARE**

The Licensed Programs may include open source software 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 Licensed Programs.

Moreover, some 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 Licensed Programs themselves. Source code for these components is available upon request.

Except for components mentioned in the section "EXCLUSIONS" below, the warranty, indemnification and Support Services provided by DS under the Agreement apply to all such open source software components and shall be provided by DS and not by the original licensor, but only for the use of the Licensed Programs that is in compliance with the terms of the Agreement, and in conjunction with the Licensed Programs. The original licensors of said open source software components provide them on an "as is" basis and without any liability whatsoever to Customer (or Licensee).

**2. ADDITIONAL THIRD PARTY SOFTWARE TERMS**

The following terms apply in addition to the Agreement:

**ENOVIA:**

Oracle

The following terms also apply if Customer (or Licensee) is granted licenses of Oracle software:

1. The Oracle software licenses shall be used only in conjunction with the Licensed Programs.
2. Customer (or Licensee) shall not publish the results of any benchmark tests run on the Oracle software.
3. Oracle is a third party beneficiary of the Agreement.
4. The parties agree to exclude the Agreement from the applicability of the Uniform Computer Information Transactions Act.
5. 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.
6. Customer (or Licensee) shall not assign the licenses of the Oracle software or the Oracle agreement insofar as it relates to the Oracle software or rent or lease the Oracle software.

Support for Oracle Software

Customer (or Licensee) may not contact Oracle for support for Oracle software licensed through DS.

**3. EXCLUSIONS**

The warranty, indemnification and Support Services provided by DS under the Agreement are not applicable to open source software components listed hereunder:

**NONE**