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

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.

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 Offerings 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.

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

