DASSAUT SYSTEMES
LICENSED PROGRAM SPECIFICATIONS (LPS) FOR
CATIA, ENOVIA VPLM, ENOVIA SmarTeam, DELMIA and SIMULIA
Version 5 Release V5-6R2016
DELMIA Version 5 Release D5/E5-6R2016
ENOVIAvPm Version 1 Release 9

Terms that are initially capitalized are defined in the Glossary - Release 2, available at www.3ds.com/terms/glossary.

1. LIST OF LICENSED PROGRAMS

The list of the Licensed Programs to which this LPS applies is in the Product Portfolio available at http://www.3ds.com/terms/product-portfolio.

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2. HARDWARE AND SOFTWARE REQUIREMENTS

The DS hardware certification program is available at http://www.3ds.com/support/certified-hardware/

Hardware and software information for CATIA, ENOVIA VPLM, ENOVIA SmarTeam, DELMIA and SIMULIA Version 5 Release V5-6R2016 and DELMIA Version 5 Release D5/E5-6R2016 and ENOVIAvPm Version 1 Release 9 Licensed Programs are available at http://media.3ds.com/support/progdir/

3. LICENSED PROGRAM MATERIALS AVAILABILITY

Restricted materials - No.
This Licensed Program is available without Source Code materials. It is available in Object Code only.

4. SUPPLEMENTAL TERMS

4.1 GENERAL RULES

The licenses for the Licensed Programs to which this LPS applies are granted pursuant to the Agreement, and according to one of the following licensing schemes (specifying the authorized use and end-users), as specified in the Product Portfolio if available, and as determined in the applicable Quote:

- Add-on Product
- Concurrent (floating) Based
- Machine Based (node-lock)
- 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 LPS 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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If a patent invention is implemented in the Licensed Program for which a right to use or access is granted pursuant to the Agreement, DS hereby grants Licensee a non-exclusive license on the applicable patent limited to the use of such Licensed Program.

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a) The terms and conditions in this sub-section are applicable only to the Licensed Program ENOVIA SmarTeam Community Workspace Configuration:

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b) The terms and conditions in this sub-section are applicable only to the Licensed Program ENOVIA SmarTeam Multi-site Administration Configuration and ENOVIA SmarTeam Multi-site Vault Administration Configuration: As identified in the Documentation, these Configurations may be accessed and used by Users in different physical locations and in countries additional to the Designated Country.

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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.

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**EDUCATIONAL ALLOWANCE AVAILABILITY.** The standard educational allowance does not apply to the Licensed Programs to which this LPS applies.

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6.1 **OPEN SOURCE SOFTWARE**

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6.2 **ADDITIONAL THIRD PARTY SOFTWARE TERMS**

The following terms apply in addition to the Agreement:

**ENOVI A:**

Oracle

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

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. 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 Oracle agreement.
6. 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.

The ENOVIA SmarTeam Licensed Program contains a database engine software component (the "Oracle Component") used under license from Oracle Software Systems Israel. In addition to the terms set forth above regarding Oracle Software, the following terms apply if Licensee is granted licenses to Oracle Component in conjunction with ENOVIA SmarTeam Licensed Program:

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3. Licensee shall not transfer or duplicate the Oracle Components licensed with the ENOVIA SmarTeam Licensed Programs except for temporary transfer in the event of computer malfunctions and a single backup or archival copy.
Support for Oracle Software

Licensee may not contact Oracle for support for Oracle software licensed through DS. Licensee may not contact DS for support for Oracle software not licensed through DS.

6.3 EXCLUSIONS

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

NONE

7. SPECIFICITIES

7.1 TYPE/DURATION OF PROGRAM SERVICES (also referred to as “SUPPORT SERVICES”)

Support Services means the maintenance, enhancement and other support services related to a Licensed Program as described at http://www.3ds.com/terms/support-policies

7.2 DESIGNATED MACHINE IDENTIFICATION

No

7.3 TEST PERIOD

No

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10. WARRANTY

The Licensed Programs are warranted as specified in the Agreement.

These Licensed Program Specifications may be updated from time to time and such updates may constitute a change in specifications.

Following the discontinuance of all Program Services (Support Services), this Licensed Program will be provided "As Is" as specified in the Agreement.

11. ADDITIONAL DEFINITIONS

The following definitions are supplementary to the Glossary - Release 2, available at www.3ds.com/terms/glossary.
Remote Access means, if so specified in the Product Portfolio, that Users and/or Extended Enterprise Users may access and use the Licensed Program remotely via the Internet from any country (subject inter alia to the export and re-export laws and regulations provisions of the Agreement).

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