

Dassault Systemes SolidWorks Corp.

Home Usage Agreement

This agreement is between Dassault Systemes SolidWorks Corporation, a Delaware corporation with a principal place of business at 175 Wyman Street Waltham, MA 02451 ("DS SolidWorks"), and _____ with a principal place of business at _____ ("End-user Company").

1. End-user Company has _____ SolidNetwork Licenses for commercial use valid through _____, 20____, SolidWorks grants End-user Company the right to extend the SolidNetwork License to enable employees of End-user Company to use DS SolidWorks software on the employee's home computer ("Home Usage License"), according to the terms and conditions of this Home Usage Agreement.
2. End-user Company shall limit the distribution of Home Usage Licenses to direct employees of End-user Company only, and shall distribute no more Home Usage Licenses than the number of SolidNetwork Licenses covered by a current DS SolidWorks License and Subscription Service Agreement.
3. End-user Company agrees to inform employees individually and in writing at the time an employee is given the DS SolidWorks serial number for home use that the employee:
 - a. is bound by the terms of the DS SolidWorks License and Subscription Service Agreement, which will survive the termination of employment with End-user company;
 - b. must accept the terms and conditions of the SolidWorks software license upon installation of SolidWorks software on the employee's home computer;
 - c. must not disclose the serial number to any third party without the prior written permission of DS SolidWorks; and
 - d. must promptly transfer the Home Use License back to the license activation server, and delete the DS SolidWorks software from the employee's home computer upon termination of employment with End-user Company.
4. End-user Company shall be liable for all damages, including but not limited to, direct, indirect, incidental, special, and consequential damages, for any unlawful use of DS SolidWorks software by End-user Company or employee.
5. DS SolidWorks has the right to revoke the Home Usage License or amend this Agreement at anytime without notice.
6. Upon receipt by DS SolidWorks Customer Center of this signed Agreement by End-user Company, DS SolidWorks will provide a serial number via email to End-user Company or its applicable Value-Added Reseller. The date End-user Company receives the serial number is the effective date of this agreement.
7. This Agreement shall be governed by, construed, and enforced according to the laws of the Commonwealth of Massachusetts, with the exception of conflict of laws rules. The English language version of this Agreement shall be the authorized text for all purposes, regardless of translations or interpretations of this agreement in other languages. If for any reason a court of competent jurisdiction determines that a provision in this Agreement, or any portion thereof, is unenforceable, that provision shall be enforced to the maximum extent possible and the remainder of this Agreement shall remain in full force and effect.

The terms and conditions of this Agreement have been read, are understood, and are hereby accepted.

Signature: _____

Name: _____

Title: _____

Phone: _____

Email: _____

Date: _____

Network Serial Number _____

of Activations Required _____

Please fax this signed agreement to DASI Order Management at 248.920.0896, and mail the original to :

DASI Solutions Order Management
DASI Solutions LLC
31 Oakland Avenue
Pontiac, MI 48342