

DASSAULT SYSTEMES

LICENSED PROGRAM SPECIFICATIONS (LPS) FOR

3DEXPERIENCE R2015x

Terms that are initially capitalized are defined in the Glossary - Release 1, 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>.

References in this LPS to Dassault Systèmes [Products](#), Licensed Programs and/or Program Services ([Support Services](#)) do not imply that DS intends to make these available in all countries in which DS operates.

Any other documentation with respect to these Licensed Programs, excluding any documentation referenced herein, is provided for reference purposes only and does not extend or modify these specifications.

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 3DEXPERIENCE R2015x 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](#):

- Casual Named User Based
- [Concurrent \(floating\) Based](#)
- [Named User Based](#)
- [System License](#)
- [Token Based](#)

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.

It is agreed that, notwithstanding anything to the contrary provided in the [Documentation](#), software components packaged and delivered by DS as part of a given Licensed Program:

- shall solely be used together and as part of such Licensed Program and
- shall not be used standalone and/or for other purposes than the ones for which such Licensed Program has been marketed and granted to [Licensee](#) by DS.

If a patent invention is implemented in the Licensed Programs for which a right to use 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.

4.2 SPECIFIC PROVISIONS FOR CERTAIN LICENSED PROGRAMS

On-Premises Compute Services for the Licensed Programs Structural Analysis Engineer, Steel Ship Structural Analysis Engineer, Stress Engineer and Fluid Dynamics Engineer:

The Licensed Programs listed in the table below are licensed as Named User Based or Concurrent Based and include the solver compute services ("On-Premises Compute Services") as defined hereinafter.

A specific allowance ("Allowance") of solver On-Premises Compute Services is included with the Named User Based or Concurrent Based licenses for each of these Licensed Programs as detailed in the table below. For the avoidance of doubt, for one these Licensed Programs ordered under the Concurrent Based license scheme, the number of hours as stipulated below is shared between all the authorized users. Where a Licensed Program provides an Allowance, the Licensed Program can be run using either the Allowance or tokens, at the Licensee's option under the Token Based licensing scheme if Licensee has ordered tokens. The Allowance only permits one solver service and one physics results service per Licensed Program to run at the same time. If Licensee wants to run additional On-Premises Compute Services at the same time, Licensee may do so by ordering additional tokens. The smallest unit of consumption from the Allowance is one hour for each On-Premises Compute Service. Each authorized user gets an On-Premises Compute Services Allowance as specified in the table below for the first three (3) month period measured from the [Effective Date of the License](#), and for each subsequent three (3) month period if the license term is for a longer period. The Allowance limits access to solver On-Premises Compute Services to a specific number of hours per authorized user as mentioned in the table below. At the end of each three (3) month period, any unused hours from the Allowance expire and the authorized user gets a new Allowance for use in the next three (3) month period, if applicable, until the end of the license term. Licensee shall promptly provide DS with usage reports when requested.

Licensed Programs Name	Product Number	Maximum # of cores	On-Premises Compute Services Allowance [hours / 3 month period]
Structural Analysis Engineer	6NP-DRD 6CP-DRD	8	75
Steel Ship Structural Analysis Engineer	6NP-SSD 6CP-SSD	8	60
Stress Engineer	6NP-MDS 6CP-MDS	4	50
Fluid Dynamics Engineer	6NP-FMV 6CP-FMV	4	50

5. OTHER PERMITTED USES FOR LICENSED PROGRAMS

USE FOR CERTAIN SERVICES. Except for [Development Tool Kit](#), Licensee is authorized to use the Licensed Programs for added-value engineering or implementation services. Added-value engineering or implementation services are services to deliver to a third party end user any deliverable generated specifically for said third party end user from use by Licensee of the Licensed Programs. In any event, Licensee may not (1) use the Licensed Programs to develop software code for (i) general distribution by any means, and whether alone or bundled or delivered with any product, data, information, software, or other element, or (ii) any services that do not add value attributable to the intervention of specific human skills, such as, without limitation, in a data services operation or as an application service provider, or (2) install and/or operate and/or give access to the Licensed Programs on any hardware and/or software environment owned by or under control of any third party unless otherwise expressly authorized in the Agreement, or (3) represent or imply to any party that it is an authorized or certified provider of services for DS. Licensee shall indemnify, defend and hold harmless DS against any claim, expense, judgment, damage or loss (including reasonable attorneys' fees) which arises out of or in any way relates to Licensee's use of the Licensed Programs with third party end users.

OUTSOURCING TO A THIRD PARTY. Licensee is authorized to execute the Licensed Programs remotely on computers operated by third parties, provided that only duly authorized Users, and/or Extended Enterprise Users if applicable, shall have access to the Licensed Programs. Licensee may appoint a third party, such as an outsourcer, to operate the hardware on which the Licensed Programs are installed, on behalf of Licensee, only if (i) Licensee does not assign the Agreement or any licenses granted there under, in whole or in part, to the third party, (ii) the third party and Licensee enter into a written agreement under which the third party agrees that its access to and use of the Licensed Programs is subject to all of the grant of license, confidentiality, restrictions, and limitations on use provisions of the Agreement, and (iii) such third party is not a competitor of any [DS Group Company](#). Licensee acknowledges and agrees that the third party shall be deemed an agent of Licensee. If Licensee becomes aware of any actual or suspected unauthorized use or disclosure of the Licensed Programs, Licensee shall immediately terminate the third party's access to and use of the Licensed Programs. Licensee shall indemnify, defend, and hold harmless DS against any claim, expense, judgment, damage, or loss (including reasonable attorneys' fees) which arises out of or in any way relates to each third party's access to or use of the Licensed Programs.

LICENSEE'S RESPONSIBILITY. In addition to all terms and conditions of the Agreement and all other provisions of this LPS, Licensee agrees that it is responsible for ensuring that any use of the Licensed Programs by all Users, and, if applicable all Named Users and/or Extended Enterprise Users, shall at all times be in compliance with the terms and conditions of the Agreement, and any breach by Extended

Enterprise Users (if applicable) of the terms of this Agreement shall also be deemed a breach by Licensee.

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

6. SPECIFIC TERMS FOR THIRD PARTY SOFTWARE

The specific terms relating to the use of certain third party software components or products not developed by or for a DS Group Company and granted to Licensee to be used in connection with or within a Licensed Program are defined hereafter:

6.1 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](#) of the Licensed Programs.

The following components are not distributed and licensed under the terms of the Agreement but under the terms of their original licenses set forth in the Documentation and/or notice files in the Licensed Programs themselves. Source Code for these components is available upon request.

Under the GNU LESSER GENERAL PUBLIC LICENSE version 2.1, available at <http://www.gnu.org/licenses/old-licenses/lgpl-2.1.en.html>:

- jRegistryKey
- Hibernate
- Hibernate Commons Annotations
- JBoss Logging
- FFMpeg
- Libgsf
- TinyMCE

Under the GNU LESSER GENERAL PUBLIC LICENSE version 3, available at <http://www.gnu.org/licenses/lgpl-3.0.en.html>:

- JavaScript Hash
- jCIFS
- Libpff

Under the MODELICA LICENSE 2, available at <https://www.modelica.org/licenses/ModelicaLicense2>:

- Modelica Standard Libraries
- Modelica.Utilities

Under the MOZILLA PUBLIC LICENSE version 1.1, available at <http://www.mozilla.org/MPL/1.1/>:

- Gecko SDK
- Javassist
- Rhino
- CKEditor

Under the ECLIPSE PUBLIC LICENSE version 1.0, available at <http://www.eclipse.org/legal/epl-v10.html>:

- AspectJ
- c3p0
- Logback

Under the COMMON DEVELOPMENT AND DISTRIBUTION LICENSE version 1.0, available at <http://opensource.org/licenses/CDDL-1.0>:

- Servlet-api
- JavaMail API
- Java Message Service
- JBoss Transaction, with "classpath" exception to the GPL version 2
- JSP Standard Tag Library
- JAX-WS Reference Implementation
- Jersey

Under the COMMON PUBLIC LICENSE version 1.0, available at <http://opensource.org/licenses/cpl1.0.php>:

- Wsd4j

The warranty and indemnification provided by DS under the Agreement does NOT apply to all such open source software components. Support Services provided by DS under the Agreement apply to 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 Licensee.

6.2 ADDITIONAL THIRD PARTY SOFTWARE TERMS

The following terms apply in addition to the Agreement:

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.

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.

Sencha components

Licensee is not authorized to use Sencha components in any other application other than the one with which it is distributed.

6.3 EXCLUSIONS

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

Sun Microsystems Java Development Kit (JDK) and Apache Tomcat from the Apache Foundation may be delivered for Licensee's convenience along with some ENOVIA Licensed Programs but will not be maintained nor supported by DS through the Support Services.

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

8. SECURITY MECHANISMS

DS and its affiliated companies take all legal steps to eliminate piracy of their software products. In this context, the Licensed Programs may include a security mechanism that can detect the installation or use of illegal copies of the Licensed Programs, and collect and transmit data about those illegal copies only (including IP and MAC addresses). Data collected will not include any Licensee data created with the Licensed Programs. By using the Licensed Programs, Licensee consents to such detection and collection of data, as well as its transmission and use if an illegal copy is detected. DS also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to the Licensed Programs. Licensee may not take any steps to avoid or defeat the purpose of any such measures. Use of any Licensed Programs without any required lock device or authorization key provided by DS is prohibited.

9. SOFTCOPY PUBLICATIONS

The Licensed Program may include licensed publications in displayable or source form. Except as provided in this section, the terms and conditions of the Agreement apply to these publications and to any copies that are made from them.

The licensed publications may be used in displayable or source form on all machines designated for this Licensed Program. The licensed publications may also be copied and used on other machines in support of authorized use of this Licensed Program.

To support authorized use of the Licensed Program, printed copies of the displayable or source material may be made if the copyright notice and any other legend of ownership is reproduced on each copy or partial copy.

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 1, available at www.3ds.com/terms/glossary.

Casual Named User Based means, when mentioned in a Quote and with respect to a given Licensed Program to which this LPS applies, that the use of such Licensed Program by a Named User shall not exceed forty (40) hours per calendar month unless otherwise stated in the Quote and/or the Product Portfolio if available.

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).

12. TRADEMARKS

3DEXPERIENCE, the Compass logo and the 3DS logo, CATIA, SOLIDWORKS, ENOVIA, DELMIA, SIMULIA, GEOVIA, EXALEAD, 3D VIA, BIOVIA, NETVIBES, 3DSWYM and 3DEXCITE are commercial trademarks or registered trademarks of Dassault Systèmes S.A. or its subsidiaries in the U.S. and/or other countries. All other trademarks are owned by their respective owners. Use of any Dassault Systèmes S.A. or its subsidiaries trademarks is subject to their express written approval.

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