

# DASSAULT SYSTEMES

## LICENSED PROGRAM SPECIFICATIONS (LPS) FOR

### 3DEXPERIENCE R2019x

Terms that are initially capitalized are defined in the Glossary - Release 3, available at [www.3ds.com/terms/glossary](http://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 R2019x 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](#):

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- [Concurrent \(or floating\) 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.

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Each of these Licensed Programs is eligible for production purpose on one or several Machines within the limited number of related ordered tokens. Upon request, Licensee can be granted two hundred percent (200 %) additional tokens to be able to use these Licensed Programs for non-production purpose on dedicated Machines.

### **Any Licensed Programs whose name ends with "Index":**

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### **REDUCE Cluster Capacity for 2 500 000 parts (6MP-X1B), REDUCE Cluster Capacity for 500 000 parts (6MP-X1M), REDUCE Cluster Capacity for 100 000 parts (6MP-X1S), REDUCE Cluster Capacity for 10 000 parts (6MP-X1I):**

Each of these Licensed Programs is eligible for production purpose for one (1) index on one (1) Machine within the limited overall clustering capacity of such related Licensed Programs, as specified in the name of such related Licensed Programs and/or Documentation. Upon request, Licensee can be granted one hundred percent (100 %) additional clustering capacity of such Licensed Programs to be able to use these Licensed Programs for non-production purpose on dedicated Machines.

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**CATIA - 3DEXPERIENCE Design/Engineering business category:**

For the *Function Driven Generative Designer (6CP-GDE)* Licensed Program which comprise client applications (graphical user interface) and compute capabilities, client applications and compute capabilities shall not be operated simultaneously by more than one (1) authorized User and/or Extended Enterprise User, as applicable.

**DELMIA - 3DEXPERIENCE Manufacturing/Production business category:**

Each *3DLean Master - Team (6NB-PLT)* Licensed Program is authorized for use by multiple Named Users organized in one (1) team. Such team is responsible for an identified scope of actions and objectives on a particular business process.

**ENOVIA - 3DEXPERIENCE Open business category:**

The *Content Replication (6MP-XRS)* Licensed Programs are authorized for use on Machines which are not necessarily located on Licensee's Premises and/or Licensee's country, being stated that one (1) *Content Replication (6MP-XRS)* Licensed Program is required per Machine physical location.

**SIMULIA - 3DEXPERIENCE Simulation business category:**

**Embedded Compute capability**

For Licensed Programs which comprise client applications (graphical user interface) and compute capabilities, client applications and compute capabilities shall not be operated simultaneously by more than one (1) authorized User and/or Extended Enterprise User, as applicable.

**Token Based Licensed Programs**

Token Based Licensed Programs from the 3DEXPERIENCE Simulation business category may be accessed and executed by Users whose usual workplace is limited to one (1) Licensee facility (location) where the Licensed Programs are deployed.

Token Based Licensed Programs from the 3DEXPERIENCE Simulation business category, as specified in the Product Portfolio, provide a right to a maximum number of independent or concurrent simulation jobs. Simulation jobs include solver execution and may include other operations as specified in the Documentation ("Simulation Jobs"). The maximum number of Simulation Jobs at any time is determined by: (i) the number of tokens included in the granted Licensed Programs and (ii) the number of tokens required for each Simulation Job as specified in the Product Portfolio.

Licensee shall promptly provide DS with usage reports when requested.

**SIMULIA - 3DEXPERIENCE Anatomical business category**

**Living Heart Human Model (6CB-SHH):**

Each ordered Licensed Program grants a right to use the available content (FEA model & related intellectual property delivered with the Licensed Program) within one (1) simultaneous Simulation Job. If Licensee has been granted several Licensed Programs, the right to use the included content in a Simulation Job can be pooled to enable individual users to execute more than one (1) simultaneous Simulation Job. The total number of simultaneous Simulation Jobs using the available content shall not exceed the total number of *Living Heart Human Model (6CB-SHH)* Licensed Programs ordered by Licensee.

**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 and defend 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.

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### 6.2 ADDITIONAL THIRD PARTY TERMS

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4. The parties agree to exclude the Agreement from the applicability of the Uniform Computer Information Transactions Act.
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## Support for Oracle Software

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1. Licensee shall not use the Microsoft Kinect component with any program where failure or fault of any kind of the Microsoft Kinect component could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft navigation and control of other modes of human mass transportation, nuclear or chemical facilities.
2. When using the Licensed Programs with a Kinect for Windows v2 Sensor, Microsoft will collect telemetry data (e.g. operating system, number of processors, graphic chipset, memory, device type, locale, time) in order to improve Microsoft products and services. The data will not be used to identify specific individuals.

## **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**

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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 supplement those of the Glossary - Release 3, available at [www.3ds.com/terms/glossary](http://www.3ds.com/terms/glossary).

**NONE**

## 12. TRADEMARKS

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