

# DASSAULT SYSTEMES

## LICENSED PROGRAM SPECIFICATIONS (LPS) FOR

### 3DEXPERIENCE R2021x

Terms that are initially capitalized are defined in the Glossary - Release 4, 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 R2021x 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 \(or floating\) Based](#)
- [Credit 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.

Images, videos, and texts presenting Licensed Programs functionalities and included as marketing materials in the Licensed Programs are not contractually binding. Licensee shall only refer to the Documentation with respect to the Licensed Programs functionalities.

## 4.2 **SPECIFIC PROVISIONS FOR CERTAIN LICENSED PROGRAMS**

### **Business Analytics Server (6MP-EUS) Licensed Program and any Licensed Programs which name contains "Connector For Indexing"**

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 which name ends with "Index"**

Each of these Licensed Programs is eligible for production purpose on one or several Machines within the limited overall indexing capacity of such related Licensed Programs, as specified in the Documentation. Upon request, Licensee can be granted two hundred percent (200 %) additional indexing capacity of such Licensed Programs to be able to use these Licensed Programs for non-production purpose on dedicated Machines.

### **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) and REDUCE Cluster Capacity for 10 000 parts (6MP-X1I) Licensed Programs**

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.

### **Behavior (Modelica) libraries**

As an exception to the Agreement, for Licensed Programs which give access to behavior (Modelica) libraries as defined in the Documentation, as long as the corresponding license for the Licensed Programs is valid, DS grants Licensee a non-exclusive, non-transferable license to prepare [Derivative Works](#) of the [Value Added Technology](#) only. Licensee may distribute such Derivative Works of the Value Added Technology to third parties exclusively in [Object Code](#) form. In addition, Licensee is granted the right to modify, copy, and distribute those parts of the Value Added Technology expressly marked as "sample code," if applicable. However, Licensee shall not use, and shall not permit any third party to use, any form or part of the Value Added Technology (including without limitation, such as included in a [Source Code Output File](#), a [Binary Output File](#) and/or [Obfuscated Source Code](#)) to develop a software program competing or intended to compete directly or indirectly with the Licensed Programs to which this LPS applies, for whatever purpose.

For the avoidance of doubt and without prejudice to the Agreement, distribution of any element of the Value Added Technology in whatever form (whether "as is" or included in a Derivative Work, [Licensee Model](#), [Licensee Application](#) or Binary Output File, and/or "sample code"), as authorized pursuant hereto remains subject to the export and re-export laws and regulations provisions of the Agreement.

In addition, Licensee shall indemnify and defend DS against any claim, expense, cost (including reasonable attorneys' fees), judgment, damage, or loss of any kind arising out of or in any way relating to, such distribution and/or any third party's access to or use of such Value Added Technology in whatever form.

Notwithstanding any term or condition of the Agreement, DS shall have no obligation whatsoever to defend or indemnify Licensee against any claim arising out of or in any way relating to the distribution or redistribution, directly or indirectly, including as part of any services, of the Value Added Technology in whatever form (including, without limitation, such as included in a Licensee Model, a Binary Output File or a Licensee Application).

### **Additional terms applicable to Source Code Generation Option**

As long as the [Source Code Generation Option](#) license is valid, DS grants Licensee a non-exclusive, non-transferable license to use, reproduce and modify (solely for the purpose of improving, adapting to Licensee's needs and bug fixing of Source Code Output File) the Value Added Technology strictly as integrated in the Source Code Output File in order to enable Users (and/or Extended Enterprise Users as applicable) to operate the Output File exclusively for Licensee's internal use. In addition, and as long as the license on the Source Code Generation Option is valid, DS grants Licensee a non-exclusive, non-transferable license to distribute on a worldwide basis to any third parties the Value Added Technology in order to enable such third parties to operate the Source Code Output File exclusively for such third parties' internal use.

### **Additional terms applicable to Binary Model Export Option**

As long as the [Binary Model Export Option](#) license is valid, DS grants Licensee a non-exclusive, non-transferable license to use and reproduce the Value Added Technology strictly as integrated in the Binary Output File in order to enable Users (and/or Extended Enterprise Users as applicable) to operate the Binary Output File exclusively for Licensee's internal use. DS grants Licensee a non-exclusive, non-transferable, license to distribute on a worldwide basis to any third parties the Value Added Technology exclusively as integrated in the Binary Output File in order to enable such third parties to operate the Binary Output File exclusively for such third parties' internal use.

### **Additional terms applicable to Real Time Simulation Option**

As long as the [Real Time Simulation Option](#) license is valid, DS grants Licensee a non-exclusive, non-transferable license to use, reproduce and modify (solely for the purpose of improving, adapting to Licensee's needs and bug fixing of the Obfuscated Source Code) the Value Added Technology strictly as integrated in the Obfuscated Source Code in order to enable Users (and/or Extended Enterprise Users as applicable) to operate the Obfuscated Source Code exclusively for Licensee's internal use. In addition, and as long as the license on the Real Time Simulation Option is valid, DS grants Licensee a non-exclusive, non-transferable license to distribute on a worldwide basis to any third parties the Value Added Technology integrated in the Obfuscated Source Code exclusively as embedded in a Licensee Application for such third parties' internal use.

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

### **Embedded Compute capability**

For each Concurrent (or Floating) Based Licensed Program listed below in Table 1, which comprises 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.

**Table 1**

<b>Licensed Program Name</b>	<b>Product Number</b>
<i>Function Driven Generative Designer</i>	6CP-GDE
<i>Flow Driven Generative Designer</i>	6CP-GDF
<i>Structural Generative Designer</i>	6CP-SGD
<i>Airframe Structural Sizing Engineer</i>	6CP-AISSA
<i>Composites Engineer for Transportation &amp; Mobility</i>	6CP-COEFT
<i>Composite Structures Engineer for Marine and Offshore</i>	6CP-CSEMO

### **Distributed Live Rendering**

For *Distributed Live Rendering Token Pack (6TB-DIR-M)* Token Based Licensed Program, each token enables the distribution of rendering jobs on one (1) node. A node has to be understood as one (1) computing machine where one (1) operating system is running, in which one (1) distributed Stellar rendering client software is installed to execute central processing unit (CPU) based rendering.

For each *Distributed Live Rendering Token Pack (6TB-DIR-M)* Licensed Program, Licensee is delivered twenty-five (25) tokens, unless defined differently in the Documentation.

### **Generative Functional Tolerancing**

For each *Generative Functional Tolerancing Credit Pack (6TB-GFC-M)* Credit Based Licensed Program, Licensee is delivered five hundred and four (504) credits, unless defined differently in the Documentation. Consumption rules of credits are specified in the Documentation.

### **Multidiscipline Automated Drafting**

For each *Multidiscipline Automated Drafter (6NB-FAP, 6CB-FAP-C)* and *Piping & HVAC Automated Drafter (6NB-ABP, 6CB-ABP-C)* Licensed Program, Users (and Extended Enterprise Users, as applicable) are granted the right to generate eight hundred (800) views, unless defined differently in the Documentation. A view has to be understood as view that can be generated in a drawing sheet.

Moreover, to be able to generate more views, Licensee must order *Multidiscipline Drafter Credit Pack (6TB-ACP-S)* Credit Based Licensed Program. For each *Multidiscipline Drafter Credit Pack (6TB-ACP-S)* Credit Based Licensed Program, Users (and Extended Enterprise Users, as applicable) are granted the right to generate four thousand (4000) views, unless defined differently in the Documentation.

The number of views is specified on a yearly basis. For terms of one (1) year or less, all views are issued at the beginning of the term and unused views expire at the end of the term. For terms longer than one (1) year, views are issued per year and unused views expire at the end of the given year period; for any incomplete year period, the number of issued views is pro-rated and unused views expire at the end of the given incomplete year period.

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

For operations experience projects, Licensee shall order the required number of *Operations Experience COGS (100M Euro) (6MP-OEV)* Licensed Programs to address the size of the business to be covered for these projects.

Moreover, to be able to use *Operations Experience Manager (6NP-RFE)* Licensed Programs, at least one (1) *Operations Experience COGS (100M Euro) (6MP-OEV)* Licensed Program is required.

## **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.

## **GEOVIA - 3DEXPERIENCE Virtual Planet business category**

The Licensed Programs listed below in Table 2 are granted for use only on a project to be described in the Agreement regarding scope for which the referential is built and used, including in particular its geographical boundaries.

**Table 2**

<b>Licensed Program Name</b>	<b>Product Number</b>
<i>City Index</i>	6NP-C4X
<i>City Referential Manager</i>	6NP-CRMIC
<i>City Contributor</i>	6NP-CCNIC
<i>City Viewer</i>	6NP-CTVIC

## **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) Licensed Program***

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.

### **EXTENDED ENTERPRISE USERS**

For certain Licensed Programs as identified in the Product Portfolio and subject to all terms and conditions of the Agreement and this LPS, Licensee is authorized to give access to its licenses of such Licensed Programs to Extended Enterprise Users for the sole and exclusive purpose of enabling the Extended Enterprise Users to conduct business with Licensee, provided that use of the Licensed Programs by any such Extended Enterprise User shall be limited to use (i) solely as configured and deployed by Licensee and (ii) solely in connection with the Extended Enterprise User's performance of services for and on behalf of Licensee, and not for such Extended Enterprise User's own or another's account or for the purpose of hosting, modifying, or otherwise using or maintaining the Licensed Programs.

### **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 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 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.

## **SIMULIA - 3DEXPERIENCE Simulation – Anatomical business category**

### **LICENSE AND USE RIGHTS**

Notwithstanding anything to the contrary in the Article "Grant" of the Agreement, DS grants Licensee, from the [Effective Date of the License](#), a non-exclusive and non-transferable (except as expressly permitted in the Agreement) right, for the duration identified in the Quote and solely for its internal business use, to (i) modify the databases provided within the Anatomical Licensed Programs and (ii) copy the Anatomical Licensed Programs.

Unless DS provides express written consent otherwise, Licensee (i) is only permitted to make modifications to databases provided within the Anatomical Licensed Program from within the graphical user interface of another Licensed Program which is necessary to run the Anatomical Licensed Program, or with a dedicated, stand-alone, text editor (for example Microsoft Word or Emacs) and (ii) shall use simulation results obtained from the Anatomical Licensed Program solely in combination with any other Licensed Programs, excluding any other software and open source, that is capable of creating a numerical or finite element based model, and (iii) shall not translate the Anatomical Licensed Programs into any other proprietary or commercial numerical or finite element based modeling or solution format.

Licensee is expressly prohibited from distributing any text file, or any portion thereof, which is necessary to run the Anatomical Licensed Program.

### **OWNERSHIP**

Licensee shall retain title to all modifications made to the databases included within the Anatomical Licensed Program. Modifications may include, without limitation, the insertion by Licensee of medical devices or additional or alternative material definitions into the Anatomical Licensed Program. Licensee agrees that DS may create derivatives works or enhance the Anatomical Licensed Program which may contain similar or identical modifications to those made to the Anatomical Licensed Program by Licensee. In such a case, DS shall retain title to its own modifications or creations and Licensee will not bring any claim against DS or any DS Group Company related to such derivative work or enhancement.

### **WARRANTY**

DS does not warrant that the Anatomical Licensed Program will materially conform to its Documentation if Licensee modifies the Anatomical Licensed Program in any way.

## **6. SPECIFIC TERMS FOR THIRD PARTY COMPONENTS**

The specific terms relating to the use of certain third party 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 COMPONENTS**

The Licensed Programs 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 and Program Directory (PDir) of the Licensed Programs.

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 and Program Directory (PDir) of the Licensed Programs themselves.

Source code for open source software components is available upon request. The warranty and indemnification provided by DS under the Agreement does NOT apply to all open source components. The original licensors of said open source components provide them on an "as is" basis and without any liability whatsoever to Licensee.

### **6.2 ADDITIONAL THIRD PARTY 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 or its licensor retains all ownership and intellectual property rights to Oracle software, including Oracle AutoVue.
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. Licensee 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. Licensee 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.

#### Oracle Instant Client

The following terms apply in addition to Oracle terms above if Licensee is granted licenses of Oracle Instant Client software:

1. Licensee 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.

#### 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.

#### Microsoft Kinect

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

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 definition supersedes those of the Glossary - Release 4, available at [www.3ds.com/terms/glossary](http://www.3ds.com/terms/glossary).

**Credit Based.** Use of a Licensed Program granted in Credit Based mode provides a right to consume a determined number of credits for the access duration to the Licensed Program. Credits are for a one-time use (consumable and not reusable) and not refundable.

As the number of credits is specified on a yearly basis, the number of credits is pro-rated according to the term of the Licensed Program. For terms of one (1) year or less, all credits are issued at the beginning of the term and unused credits expire at the end of the term. For terms longer than one (1) year, credits are issued per year and unused credits expire at the end of the given year period; for any incomplete year period, the number of issued credits is pro-rated and unused credits expire at the end of the given incomplete year period.

The quantity of credits required for a given use of the Licensed Program is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such Licensed Program. Pool of credit(s) of same type can be accessed simultaneously by one or several authorized Users and/or Extended Enterprise Users and/or Machines, as applicable, within the limit of the number of remaining available credits. Credits of given type(s) may be required to enable use of other Licensed Programs.

## 12. TRADEMARKS

3DEXPERIENCE, the Compass icon and the 3DS logo, CATIA, BIOVIA, GEOVIA, SOLIDWORKS, 3DVIA, ENOVIA, EXALEAD, NETVIBES, MEDIDATA, CENTRIC PLM, 3DEXCITE, SIMULIA, DELMIA and IFWE are commercial trademarks or registered trademarks of Dassault Systèmes, a French "société européenne" (Versailles Commercial Register # B 322 306 440), 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 or its subsidiaries trademarks is subject to their express written approval.

Licensed Programs and services names may be trademarks or service marks of Dassault Systèmes or its subsidiaries.