

DASSAULT SYSTEMES LICENSED PROGRAM SPECIFICATIONS (LPS) FOR 3DEXPERIENCE R2025x

Terms that are initially capitalized are defined in the Glossary - Release 6, available at <https://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 <https://www.3ds.com/terms/product-portfolio/licensed-programs>.

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 <https://www.3ds.com/support/certified-hardware>.

Hardware and software information for 3DEXPERIENCE R2025x Licensed Programs are available at <https://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

This Licensed Program 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 this Licensed Program 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.

3DEXPERIENCE for Education business category

Licensed Programs usage data collection

For *SimUnit token for Education (6TP-SRU-EDU)* Licensed Program, to meet financial and tax obligations, DS Group Companies employ measures to collect Licensed Programs usage data. Licensed Programs may include a technical mechanism that can monitor the use of Licensed Programs and that is able to collect and transmit data about such usage data only. Usage data collected by such mechanism will not include any data created by Licensee with any Licensed Programs. For such purpose, Licensee consents to such collection of data, as well as its transmission, copy, storage and use by DS, (and consents to have such Licensed Programs usage data collected transmitted, copied, stored and used by DS Group Companies and DS’ subcontractors) and to the extent reasonably necessary, to provide, maintain and improve the Licensed Programs. Licensee may disable such technical mechanism and shall in return send records of its Licensed Program usage data, every two (2) weeks to DS.

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

Licensed Program Name	Product Number
<i>Function Driven Generative Designer</i>	6CP-GDE
<i>Flow Driven Generative Designer</i>	6CP-GDF
<i>Structural Generative Designer</i>	6CP-SGD
<i>Composites Engineer for Transportation & Mobility</i>	6CP-COEF
<i>Composite Structures Engineer for Marine and Offshore</i>	6CP-CSEMO
<i>Design Automation Engineer</i>	6CP-TED
<i>Motion Designer</i>	6CP-MKM
<i>Stamping Die Engineer</i>	6CP-STDEI

Distributed live rendering

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

Company apps execution

Each *Company Apps Execution Token Pack (Small) (6TB-KAT-S)* Token Based Licensed Program enables one (1) background execution of company apps at a time, 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)* or *Multidiscipline Automated Drafter (Concurrent) (6CB-FAP-C)*, 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.

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.

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 (4,000) views, unless defined differently in the Documentation.

Systems Simulation

For each *Systems Simulation Analyst (6NB-SIC)* Licensed Program, Users (and Extended Enterprise Users, as applicable) are granted the right to execute up to five hundred (500) systems simulations, depending on server resources consumption, as defined in the Documentation. A systems simulation has to be understood as a single computation, which is based on the parameters that Users define in the model of the system. The computation involves compilation, simulation execution and simulation results.

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

Moreover, to be able to execute more systems simulations, Licensee must order *Systems Unit Credit Pack (Small) (6TP-SYU-S)* Credit Based Licensed Programs. Consumption rules are specified in the Documentation.

DELMIA - 3DEXPERIENCE Manufacturing/Production business category

Operations experience projects

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.

Multidiscipline automated drafting for outfitting or structure fabrication

For each *Outfitting Fabrication Engineer for Marine (6NB-POFEM)* or *Structure Fabrication Engineer for Marine (6NB-PSFEM)* 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 a view that can be generated in a drawing sheet.

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.

Moreover, to be able to generate more views, Licensee must order the *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 (4,000) views, unless defined differently in the Documentation.

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

Licensed Program Name	Product Number
<i>City Index</i>	6MB-C4X
<i>City Small Index</i>	6MB-C4X-S
<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 or in the Documentation, 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.

Credit Based Licensed Programs

Credit Based Licensed Programs from the **3DEXPERIENCE Simulation business category**, as specified in the Product Portfolio or in the Documentation, provide a right to a maximum number of Simulation Jobs and/or access to additional services to execute those simulations over the term of the Licensed Program. The number of credits required to execute a Simulation Job and, if applicable, correlative additional services, is determined in the Product Portfolio.

Licensed Programs usage data collection

For any of the *SimUnit token (6TP-SRU)*, *Special Purpose SimUnit token (6TP-XRU)*, *SimUnit 1K credits (6TP-SUN-1K)* or *Special Purpose SimUnit 1K credits (6TP-XUN-1K)* Licensed Programs:

To meet financial and tax obligations, [DS Group Companies](#) employ measures to collect Licensed Programs usage data. Licensed Programs may include a technical mechanism that can monitor the use of Licensed Programs and that is able to collect and transmit data about such usage data only. Usage data collected by such mechanism will not include any data created by Licensee with any Licensed Programs. For such purpose, Licensee consents to such collection of data, as well as its transmission, copy, storage and use by DS, (and consents to have such Licensed Programs usage data collected transmitted, copied, stored and used by DS Group Companies and DS' subcontractors) and to the extent reasonably necessary, to provide, maintain and improve the Licensed Programs. Licensee may disable such technical mechanism and shall in return send records of its Licensed Programs' usage data, every two (2) weeks to DS.

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.

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

Living Heart Human Model (6CB-SHH) Licensed Program

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.

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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.

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.

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 licensed under terms and conditions that mandate availability of such source code 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:

Sencha components

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

VISA libraries

VISA libraries are not provided as part of this product.

The use of VISA libraries in conjunction with this product is subject to the acceptance by the Licensee of the IVI Foundation license agreement.

The aforementioned IVI Foundation license agreement can be obtained from the IVI Foundation and shall only bind Licensee and the IVI Foundation.

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.
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.
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10. Third party technology may be appropriate or necessary for use with some Oracle software if specified in the Documentation. In such case, the third party technology is licensed to Licensee for use with the given Licensed Programs under the separate third party terms
11. 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.
12. 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.

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 <https://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.

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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 6, available at <https://www.3ds.com/terms/glossary>.

Development Tool Kit means a Licensed Program specifically designed for application or content development. A Development Tool Kit is either identified (i) with "CAA" or "ENOVIA Studio" or "Toolkit" or "Development Toolkit" in the Licensed Program name, or (ii) in the Quote and/or the Product Portfolio or (iii) in the Program Directory (PDir) 3DEXPERIENCE Platform Administration section.

12. TRADEMARKS

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