# DASSAULT SYSTEMES LICENSED PROGRAM SPECIFICATIONS (LPS) FOR ELECTRE Release 11.7 and ELECTRE Connectors for V5 Release 11.7

Terms that are initially capitalized are defined in the Glossary - Release 2, available at www.3ds.com/terms/glossary.

### 1. LIST OF LICENSED PROGRAMS

This LPS covers the following ELECTRE Release 11.7 and ELECTRE Connectors for V5 Release 11.7 Licensed Programs:

Short Ref.	Licensed Program Name
ELT	ELECTRE
ESO	ELECTRE SVG Out
EGI	ELECTRE CGM In
EGO	ELECTRE CGM Out
EXO	ELECTRE XML In/Out
EDW	ELECTRE DWG In/Out
EIG	ELECTRE IGES In
EHP	ELECTRE HPGL In
CEL	CATELECTRE

References in this LPS to Dassault Systèmes <u>Products</u>, Licensed Programs and/or Program Services (<u>Support Services</u>) do not imply that <u>DS</u> 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 <a href="http://www.3ds.com/support/certified-hardware/">http://www.3ds.com/support/certified-hardware/</a>.

# 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 <u>Agreement</u>, and according to one of the following licensing schemes (specifying the authorized use and end-users), as specified in the <u>Product Portfolio</u> if available, and as determined in the applicable <u>Quote</u>:

# Concurrent (floating) 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 <u>Documentation</u>, 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

NONE

### 5. OTHER PERMITTED USES FOR LICENSED PROGRAMS

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**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 <u>DS Group Company</u>. 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.

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**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.

Moreover, some 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 of the Licensed Programs themselves. Source code for these components is available upon request.

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### 6.2 ADDITIONAL THIRD PARTY SOFTWARE TERMS

The following terms apply in addition to the Agreement:

NONE

### 6.3 EXCLUSIONS

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

NONE

# 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

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# 11. ADDITIONAL DEFINITIONS

The following definition supplements those of the Glossary - Release 2, available at <a href="www.3ds.com/terms/glossary">www.3ds.com/terms/glossary</a>.

**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).

The following definition supersedes the definition of the Glossary - Release 2, available at <a href="www.3ds.com/terms/glossary">www.3ds.com/terms/glossary</a>.

**Token Based.** Use of a Licensed Program granted in Token Based mode provides a right to use a determined number of tokens for the duration of the license. Tokens are reserved for one (1) use at a time and when released, are available for other uses. The quantity of tokens 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 tokens of same type can be accessed and used simultaneously by one or several authorized Users and/or Extended Enterprise Users and/or Machines, as applicable within the limit of the number of available tokens. Tokens of given type(s) may be required to enable use of other Licensed Programs.

## 12. TRADEMARKS

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