



Licensed Program Specifications (LPS)

ELECTRE Connectors V11.1 for version 5 and ELECTRE V11.1

Terms that are initially capitalized below are defined in the Glossary - Release 1, available at www.3ds.com/terms/glossary.

Licensee acknowledges and agrees that the expressions “V11.1” or “Version 11.1” in this LPS as well as in the Documentation of the Licensed Programs purpose of this LPS, have the meaning of and correspond to the term “Release” of the Licensed Programs purpose of this LPS, as such term is defined in the Agreement.

This LPS covers the following ELECTRE and ELECTRE Connectors V11.1 Licensed Programs:

<u>ELECTRE Product Identity</u>	<u>Trigram</u>
ELECTRE	ELT
ELECTRE SVG Out	ESO
ELECTRE CGM In	EGI
ELECTRE CGM Out	EGO
ELECTRE XML In/Out	EXO

<u>ELECTRE Connectors:</u>	<u>V5 Compatibility</u>	<u>Trigram</u>
CATELECTRE	CATIA V5R18 to V5R20	CEL
SMARTELECTRE	ENOVIA SmarTeam V5R17 to V5R20	SEL

Licensed Program Materials Availability

- Restricted materials - No. The Licensed Programs are available without source licensed program materials. They are available in object code only.
-

Supplemental Terms

Licensing Schemes & Geographic Scope

The licenses on the Licensed Programs to which this LPS applies are granted pursuant to the Agreement for the following usage and authorized users, up to the number of [Users](#) for which licenses have been ordered:

- [Concurrent Based](#) (floating)

Licenses of the Licensed Programs to which this LPS applies are granted for use only in the country for which the license is ordered. Users whose usual workplace is located in the same country as the country where such use of the Licensed Program has been authorized, may use the Licensed Program in any other country (subject inter alia to the Export and Re-export laws and regulations provision of the Agreement) for purposes of a business trip of a maximum of thirty (30) consecutive days.

Other Permitted Uses

USE FOR CERTAIN SERVICES. Except for [Development Tool Kits](#), Licensee is authorized to use such Licensed Programs for added-value engineering and/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 (A) 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 applications service provider, or (B) install and/or operate the Licensed Programs on any hardware and/or software environment owned by or under control of any third party, or (C) represent or imply to any party that it is an authorized or certified provider of services for Dassault Systèmes. 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 Program 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 Program. Licensee may appoint a third party, such as an outsourcer, to operate the hardware on which the Licensed Program is installed, on behalf of Licensee, only if (i) Licensee does not assign the Agreement or any licenses granted thereunder, 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 Program 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 Program, Licensee shall immediately terminate the third party's access to and use of the Licensed Program. Licensee shall indemnify, defend, and hold harmless Dassault Systèmes 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 Program.

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 if applicable, 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.

Type/Duration of Program Services (also referred to as "Support Services")

You will find all necessary information including processes, on Dassault Systèmes website :

<http://www.3ds.com/terms/support-policies>

Designated Machine Identification

No

Separately Licensed Code

No

Test Period

No

Security Mechanisms

Dassault Systèmes 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. 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. Dassault Systèmes 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 Dassault Systèmes is prohibited.

Softcopy Publications

The Licensed Programs may include licensed publications in displayable or source form. Except as provided in this section, the terms and conditions of the Agreement with Dassault Systèmes 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 Programs. The licensed publications may also be copied and used on other machines in support of authorized use of this Licensed Programs.

To support authorized use of the Licensed Programs, 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. ¹

Warranty

The Licensed Programs are warranted as specified in the Agreement with Dassault Systèmes.

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 Programs will be provided "As Is" as specified in the Agreement with Dassault Systèmes.

Footnotes:

1

Trademarks

Company, Licensed Programs, products and services names may be trademarks or service marks of related companies.

ELECTRE, CATELECTRE, SMARTELECTRE, CATIA, ENOVIA, SmarTeam and the 3DS logo are trademarks or registered trademarks of Dassault Systèmes or its subsidiaries in the USA and/or other countries.



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

August 2012