# DASSAULT SYSTEMES LICENSED PROGRAM SPECIFICATIONS (LPS) FOR Regtify®, ControlBuild® and AUTOSAR Builder® Release 2016

Terms that are initially capitalized are defined in the Glossary - Release 1, available at <a href="www.3ds.com/terms/glossary">www.3ds.com/terms/glossary</a>.

## 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 <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>.

Hardware and software information for the Reqtify, ControlBuild, Certified C Code Generator, AUTOSAR Builder and EEA Release 2016 Licensed Programs are as follows:

#### 2.1 HARDWARE REQUIREMENTS

#### > HARDWARE REQUIREMENTS FOR REQTIFY

The minimal system requirements for running Reqtify are as follows:

- Approximately 150 MB available hard-disk space
- 512 MB of RAM and 8 MB of VRAM
- High color (16-bit or 65536 colors) at resolution 1024x768 or 1280x1024

## > HARDWARE REQUIREMENTS FOR CONTROLBUILD

The minimal system requirements for running ControlBuild are as follows:

- Approximately 1.2 GB of free hard-disk space (550 MB for ControlBuild and 650 MB for the compilation environment)
- 3 GB of RAM on the 64-bit platform

# > HARDWARE REQUIREMENTS FOR THE CERTIFIED C CODE GENERATOR WITH CONTROLBUILD

The minimal system requirements for running Certified C Code Generator with ControlBuild are as follows:

- Approximately 1.2 GB of free hard-disk space (550 MB for ControlBuild and 650 MB for the compilation environment).
- 3 GB of RAM on the 64-bit platform

#### HARDWARE REQUIREMENTS FOR AUTOSAR BUILDER

The minimal system requirements for running AUTOSAR Builder are as follows:

- Approximately 900 MB of free hard-disk space (16 GB recommended)
- 1 GB of RAM on the 32-bit platform (4 GB recommended)
- 2 GB of RAM on the 64-bit platform (8 GB recommended)

# > HARDWARE REQUIREMENTS FOR EEA (EMBEDDED ELECTRONIC ARCHITECTURE TOOL)

The minimal system requirements for EEA are as follows:

- Approximately 600 MB of free hard-disk space
- 1 GB of RAM

A 32-bit Java JRE 1.7 must be available on the machine for EEA to run.

## 2.2 SOFTWARE REQUIREMENTS

#### SOFTWARE REQUIREMENTS FOR REQTIFY

Regtify supports the following operating systems:

- Microsoft Windows 8, 64-bit and 32-bit platforms
- Microsoft Windows 7, 64-bit and 32-bit platforms
- Microsoft Windows Vista, 64-bit and 32-bit platforms
- Microsoft Windows XP, 64-bit and 32-bit platforms
- Microsoft Windows 2000, 64-bit and 32-bit platforms

#### > SOFTWARE REQUIREMENTS FOR CONTROLBUILD

ControlBuild supports the following operating systems:

- Microsoft Windows 8.1, 64-bit and 32-bit platforms
- Microsoft Windows 8, 64-bit and 32-bit platforms
- Microsoft Windows 7, 64-bit and 32-bit platforms
- Microsoft Windows Vista, 32-bit platform
- Microsoft Windows XP, 32-bit platform

# > SOFTWARE REQUIREMENTS FOR CERTIFIED C CODE GENERATOR

The Certified C Code Generator for ControlBuild supports the following operating systems:

- Microsoft Windows 7, 64-bit and 32-bit platforms
- Microsoft Windows 8.1, 64-bit and 32-bit platforms

#### > SOFTWARE REQUIREMENTS FOR AUTOSAR BUILDER

AUTOSAR Builder supports the following operating systems:

- Microsoft Windows 8, 64-bit and 32-bit platforms
- Microsoft Windows 7, 64-bit and 32-bit platforms
- Microsoft Windows Vista, 64-bit and 32-bit platforms
- Microsoft Windows XP, 64-bit and 32-bit platforms

## > SOFTWARE REQUIREMENTS FOR EEA (EMBEDDED ELECTRONIC ARCHITECTURE TOOL)

The EEA client supports the following operating systems:

- Microsoft Windows 7, 64-bit and 32-bit platforms
- Microsoft Windows Vista, 64-bit and 32-bit platforms
- Microsoft Windows XP, 64-bit and 32-bit platforms

### 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
- ➤ Machine Based (node-lock)
- Named User Based
- 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.

Concurrent (floating) Based and Token Based licenses may be licensed for either a Single Site or Multi-Site usage. Subject inter alia to the export and re-export laws and regulations provisions of the Agreement and applicable provisions governing the above licensing structures.

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 <u>Licensee</u> 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

For Licensed Programs which product description contains the words "Certified Code Generator", the Quote and/or Ordering Document must identify the project name and scope, as well as the name of the Licensee's customer.

## 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 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, 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 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, 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.

**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.

#### 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.

The following components are not distributed and licensed under the terms of the Agreement but under the terms of their original licenses set forth in the Documentation and/or notice files in the Licensed Programs themselves. Source code for these components is available upon request.

Under the GNU LESSER GENERAL PUBLIC LICENSE version 2, available at <a href="http://opensource.org/licenses/LGPL-2.1">http://opensource.org/licenses/LGPL-2.1</a>: Libiconv

Under the ECLIPSE PUBLIC LICENSE version 1.0, available at <a href="http://www.eclipse.org/legal/epl-v10.html">http://www.eclipse.org/legal/epl-v10.html</a>: Eclipse components

Whenever distributed, the following software is distributed and licensed under the terms of the GNU General Public License, available at http://opensource.org/licenses/GPL-2.0:

Mingw (Portions, see <a href="http://www.mingw.org/license">http://www.mingw.org/license</a>)

The warranty and indemnification provided by DS under the Agreement does NOT apply to all such open source software components. Support Services provided by DS under the Agreement apply to open source software components and shall be provided by DS and not by the original licensor, but only for the use of the Licensed Programs that is in compliance with the terms of the Agreement, and in conjunction with the Licensed Programs. The original licensors of said open source software components provide them on an "as is" basis and without any liability whatsoever to Licensee.

## 6.2 ADDITIONAL THIRD PARTY SOFTWARE TERMS

The following terms apply in addition to the Agreement:

AUTOSAR Builder contains Artop (AUTOSAR Tool Platform). The contributor of this component disclaims any and all warranties and may not be held liable for damages arising from the use of such component. The source code of this component is available upon request.

## 6.3 EXCLUSIONS

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

Mingw

#### 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 <a href="http://www.3ds.com/terms/support-policies">http://www.3ds.com/terms/support-policies</a>

## 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 definitions are supplementary to the Glossary - Release 1, available at www.3ds.com/terms/glossary.

Licensee's Site means the specific physical address of Licensee's own facility identified in the Quote and/or Ordering Document that may consist of one or more buildings within a radius of one kilometer of where the Licensed Program is first installed and put into use.

**Multi-Site License** means, that Licensee is authorized to install and use the Licensed Program to which this LPS applies on Machines in several of the Licensee's own facilities located in the same geographic region only (i.e. APAC or EMEA or Americas).

**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).

**Single Site License** means that Licensee is authorized to install and use the Licensed Program to which this LPS applies only on Machines within Licensee's Site as identified in the Quote and/or Ordering Document and in the country for which the license is ordered.

## 12. TRADEMARKS

Reqtify, ControlBuild, AUTOSAR Builder, **3D**EXPERIENCE, the Compass logo and the 3DS logo, CATIA, SOLIDWORKS, ENOVIA, DELMIA, SIMULIA, GEOVIA, EXALEAD, 3D VIA, BIOVIA, NETVIBES, 3DSWYM and 3DEXCITE are commercial trademarks or registered trademarks of Dassault Systèmes S.A. 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 S.A. 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 S.A. or its subsidiaries.