DASSAULT SYSTEMES LICENSED PROGRAM SPECIFICATIONS (LPS) FOR Simulayt for V5 Release 5.26

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 Simulayt for V5 Release 5.26 Licensed Programs:

Short Ref.	Licensed Program Name
CL5	Simulayt Composites Link for V5
CL5-N	Simulayt Composites Link for V5 (Nodelock)
CLX	Simulayt Composites Link Executable
CLX-N	Simulayt Composites Link Executable (Nodelock)

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 http://www.3ds.com/support/certified-hardware/.

Hardware and software information for Simulayt for V5 Release 5.26 Licensed Programs is available at http://media.3ds.com/support/progdir/.

From the above link, navigate to the applicable V5 Program Directory that corresponds to the Release on which you are installing Simulayt. Simulayt installation has the same Hardware and Software requirements as CATIA. Simulayt product documentation gives additional information concerning CATIA levels, service pack and CATIA modules required for Simulayt functionality.

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)

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.

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NONE

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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.

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 <u>ADDITIONAL THIRD PARTY SOFTWARE TERMS</u>

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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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.

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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 2, available at www.3ds.com/terms/glossary.

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).

12. TRADEMARKS

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