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## Licensed Program Specifications (LPS)

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### ENOVIA<sup>®</sup> Pinpoint Release 4.0

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#### Hardware & Software Requirements

Hardware and software information for ENOVIA Pinpoint Release 4.0 Licensed Programs is available on the following website:

<http://media.3ds.com/support/progdir/>

From the above link, navigate to the applicable Pinpoint Program Directory that corresponds to the Release on which you are installing ENOVIA Pinpoint Release 4.0.

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#### Licensed Program Materials Availability

- Restricted materials - No. This Licensed Program is available without source licensed program materials. It is available in object code only.
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#### Supplemental Terms

Terms that are initially capitalized below are defined in the Glossary - Release 1, available at [www.3ds.com/terms/glossary](http://www.3ds.com/terms/glossary). These terms may be supplemented, as necessary, by other initially capitalized terms which are directly defined in this LPS.

#### LICENSING SCHEMES & GEOGRAPHIC SCOPE

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The Licensed Program named ENOVIA Pinpoint (5NP-PIN) to which this LPS applies may be granted thru Remote Access for Extended Enterprise Users.

### **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 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.

**REMOTE ACCESS.** 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 provision of the general terms of the Agreement).

**EXTENDED ENTERPRISE USERS.** For certain Licensed Programs 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 User to conduct business with Licensee, *provided that* use of the Licensed Program by any such Extended Enterprise User shall be limited to use (a) solely as configured and deployed by Licensee and (b) 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.

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**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, End-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 of the terms of this Agreement shall also be deemed a breach by Licensee.

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### **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>

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### **Designated Machine Identification**

No

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### **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:

### **Open Source Software**

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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 2.1, available at <http://www.gnu.org/licenses/old-licenses/lgpl-2.1.en.html>:

Tokyo Cabinet

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### **Additional Third Party Software Terms**

The following terms apply in addition to the Agreement:

NONE.

### **Exclusions**

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

- blowfish
- bzip2
- colorpicker
- cookie
- curl
- DataTables
- dropshadow

expat  
flot  
gd  
jquery  
jquery-ui  
libevent  
libpng  
mbTooltip  
openlayers  
openldap  
openssl  
pcre  
Python  
simplepager  
sparkline  
spinner  
sqlite  
Tcl  
timers  
tokyocabinet  
treeTable  
zlib

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## **Test Period**

No

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## **Warranty**

The Licensed Program is 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 Program will be provided "As Is" as specified in the Agreement with Dassault Systèmes.

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### **Footnotes:**

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