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## Licensed Program Specifications (LPS)

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### EXALEAD® V6 Release R2015x

A list of all EXALEAD V6 R2015x Licensed Programs is available in the Product Portfolio on Dassault Systèmes website:

[www.3ds.com/terms/product-portfolio](http://www.3ds.com/terms/product-portfolio)

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## **Hardware & Software Requirements**

Hardware and software information for EXALEAD V6 Release R2015x Licensed Programs is available on the following website:

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

From the above link, navigate to the applicable V6 Program Directory that corresponds to the release on which you are installing EXALEAD V6 Release R2015x.

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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.

## **General Licensing Schemes**

Each Licensed Program to which this LPS applies, regardless of the licensing scheme under which it is licensed, shall be used by the Licensee for one specific “Production Instance” as defined herein after.

An “Instance” is a deployment of Licensed Programs on one server, or on several servers as long as they share the same index structure (with the same data model), and for the purpose of information processing, indexing and retrieval.

The Licensed Programs to which this LPS applies are granted pursuant to the Agreement, and according to one or several of the following licensing schemes (specifying the authorized use and the authorized users), as specified in the Product Portfolio, the terms of which are incorporated herein by reference:

- [Named User Based.](#)
- [System License;](#)
- [Token-Based;](#)

### **System License:**

For the purpose of and within the scope of this LPS, all definitions of “System License” provided for in the above referenced Glossary - Release 1, are cancelled and replaced by the following definition:

A **System License** means a license to use certain Licensed Program(s) for authorized Instance(s). A minimum number of Named User Based licenses or Token Based licenses for Query Calls may also be required in order to operate a System License.

### **Token Based licenses:**

The Token Based definition as provided in the Glossary is further defined as follows. There are two different types of Token Based licenses as defined hereinafter:

**Token Based license for Document:** A Token Based license for Document grants the Customer (“Document”)the right to index a limited number of Documents, as indicated in the Product Portfolio, according to their different types (Log, External Document, Internal Document or Business Item) as defined below.

A **Log** means a structured record logging a single event in a system with no rich attribute.

*Example: an HTTP server log line, a single SAP transaction, a single line of a purchase receipt, an email (excluding attachments).*

An **External Document** means an unstructured document crawled from websites which do not belong to the Licensee.

*Example: an HTML web page, a PDF document crawled from websites not belonging to the Licensee.*

An **Internal Document** means an unstructured document created by the Licensee.

*Example: an internal wiki page, a page of an internal knowledge base portal (even if retrieved using the web crawler), an office document*

A **Business Item** means a business document, work product or commodity used in business operations by the Licensee.

*Example:*

- *An article in ERP with quantities, price, sourcing*
- *A customer record in CRM with inventory, contracts*
- *A manufactured product, processed or sold by the company: part, assembly with requirements, material, weight...*

**Token Based license for Query Calls:** A Token Based license for Query Calls grants the Licensee the right to allow End-Users to a query capacity (a limited number of queries for a given period) of a specific type of Query Calls to authorized Instance(s).

A **Query Call** means a single search for information using the Licensed Program.

An **End-User** is an individual (not necessarily a Licensee's User or Extended Enterprise User) that may be authorized to use services provided by Licensee through an authorized Instance(s).

Applicable types of Query Calls and End-Users are defined hereinafter.

## **Licensing Schemes for Exalead CloudView:**

The following licensing schemes are applicable to all Licensed Programs whose name contains "CloudView" as determined in the Product Portfolio.

CloudView Licensed Programs are licensed under the following licensing schemes:

- Named User Based license (CloudView Find Users or CloudView Decide Users).
- System License;
- Token-Based license for Documents;
- Token-Based license for Query Calls (CloudView Find Query Calls or CloudView Decide Query Calls) or;

A **CloudView Find Query Call** means a Query Call sent by an End-User to authorized Instance(s) in order to locate Documents and retrieve search results as a list of Document pointers with a short extract or summary and the associated navigation facets.

A **CloudView Decide Query Call** means a Query Call sent by an End-User to authorized Instance(s) in order to obtain an aggregated view of an exhaustive list of Documents resulting from one or more search queries.

A **CloudView Find User** means a Named User that uses the Licensed Program to locate a Document from a search form and to retrieve search results as a list of Document pointers with a short extract or summary and the associated navigation facets.

A **CloudView Decide User** means a Named User that uses the Licensed Program to obtain an aggregated view of an exhaustive list of Documents resulting from one or more search queries.

CloudView Licensed Programs are eligible to Multiple Instances (as defined below in “Other Permitted Uses” section), as long as the cumulative total of Document Tokens (i.e. available under “Token Based license for Document” scheme) of all Instances does not exceed 2,500,000 (two million five hundred thousand) tokens.

## **Licensing Schemes for EXALEAD OneCall:**

The following licensing schemes are applicable to all Licensed Programs whose name contains “OneCall” as determined in the Product Portfolio:

EXALEAD OneCall Licensed Programs are licensed under the following Licensing Schemes:

- Named User Based license.
- System License;

The maximum number of Documents that can be indexed on an Instance of EXALEAD OneCall Licensed Program is limited to 2,500,000 (two million five hundred thousand) tokens (as described above in the “Token Based license for Document” definition).

Authorized use of EXALEAD OneCall Licensed Programs is exclusively limited to a customer relationship application, for frontlines or sale representatives usage, in call centers, stores or points of sales, and sourcing data principally in one or several CRMs (customer relationship management systems) and secondarily in other customer data repositories. Use of EXALEAD OneCall Licensed Programs, in whole or in part for any other purpose or application is strictly prohibited.

## **Licensing Schemes for EXALEAD OnePart:**

The following licensing schemes are applicable to all Licensed Programs whose name contains “OnePart”, as determined in the Product Portfolio:

EXALEAD OnePart Licensed Programs are licensed under the following Licensing Schemes:

- Named User Based license.
- System License;
- For Licensed Programs whose name contains "OnePart Reduce", the maximum number of Business Items (as described in the "Token Based license for Document" definition and also referred to as "parts") is mentioned in the name of such Licensed Programs. Corresponding number of delivered tokens (as described in the "Token Based license for Document" definition) is determined in the Product Portfolio. A Named User Based license of the corresponding Licensed Program is required in order to use the System License of such Licensed Program.
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- For all other System License based Licensed Programs, the maximum number of Named Users is 10 (ten). Moreover, the maximum number of Documents that can be imported into an Instance of EXALEAD OnePart Licensed Program is limited to (i) Business Items (as described in the "Token Based license for Document" definition) and (ii) 2,500,000 (two million five hundred thousand) tokens. For the "EXALEAD OnePart Starter Pack" (X1P-P) Licensed Program, the limitation is 6,000 (six thousand) tokens. Should Customer exceed such use, Customer shall immediately order an EXALEAD OnePart Licensed Program license.
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Authorized use of EXALEAD OnePart Licensed Programs is exclusively limited to an engineering parts discovery application, sourcing data principally in 2D/3D CAD (computer aided design) content, and secondary in part related textual or media documents. Use of EXALEAD OnePart Licensed Programs, in whole or in part, for any other purpose or application is strictly prohibited.

### **GEOGRAPHIC SCOPE**

The Licensed Programs to which this LPS applies are granted for use only in the country for which the license is ordered. Except as otherwise provided for Licensed Programs for which remote access is allowed as specified below, Named 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 provisions of the Agreement) for purposes of a business trip of a maximum of thirty (30) consecutive days.

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.

### **OTHER PERMITTED USES**

**ACCESS BY END-USERS.** For certain Licensed Programs which are licensed under the "Token Based license for Query Calls" licensing scheme, as identified in the Product Portfolio and subject to all terms and conditions of the Agreement and this LPS, Licensee is authorized to allow End-Users to send Query Calls to authorized Instance(s). Except the limited authorized use explicitly granted under this LPS to the Licensee in relation to the End-Users, no other express or implied right or license is granted hereunder to End-Users.

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 use of the Licensed Programs by and/or with End-Users.

**PRODUCTION AND NON PRODUCTION INSTANCE.** Upon request, the Licensee can be granted twice the capacity of the purchased Production Instance(s) for the purpose of running Non-Production Instance(s). This additional capacity is counted and limited by two additional EXALEAD License Server(s), each of them having a capacity equivalent to the overall capacity of the Production Instance(s).

A **Production Instance** is an Instance used for the actual processing and/or throughput of data, including redundancy, as opposed to "Non-Production Instance".

A **Non-Production Instance** is an Instance dedicated to development, testing, pre-production, quality assurance or backup, as opposed to "Production Instance".

**MULTIPLE INSTANCES.** If so specified in the Product Specific Terms and upon Licensee's request, Licensee may install multiple "Production Instances". Usage limitations defined in the Agreement, including both the authorized use and authorized users, are always counted and limited by one centralized EXALEAD License Server tied to its hardware configuration (node-locked), and are split between all Instances.

**REMOTE ACCESS.** If so specified in the Product Portfolio, 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 as identified in the Product Portfolio and 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.

**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 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 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, 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**

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

- jCIFS
- libgsf
- TinyMCE
- Lemmatizer

Under the GNU LESSER GENERAL PUBLIC LICENSE version 3, available at <http://www.gnu.org/licenses/lgpl-3.0.en.html>:

- Armadillo
- Libpff
- Reflections
- Javassist
- ffmpeg

Under the MOZILLA PUBLIC LICENSE version 1.1, available at <http://www.mozilla.org/MPL/1.1/>:

- Rhino

Under the COMMON DEVELOPMENT AND DISTRIBUTION LICENSE version 1.0, available at <http://opensource.org/licenses/CDDL-1.0>:

- JavaMail
- jaxws-ri

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.

### **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:

NONE.

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## **Test Period**

No

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## **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.

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## **Softcopy Publications**

These 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 these Licensed Programs. The licensed publications may also be copied and used on other machines in support of authorized use of these 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. <sup>1</sup>

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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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### **Trademarks**

**EXALEAD CloudView, EXALEAD OneCall, EXALEAD OnePart, 3DEXPERIENCE**, the Compass logo and the 3DS logo, **CATIA, SOLIDWORKS, ENOVIA, DELMIA, SIMULIA, GEOVIA, EXALEAD, 3D VIA, BIOVIA** and **NETVIBES** 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.

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