



Licensed Program Specifications (LPS)

ALL PLM LICENSED PROGRAMS IN V6R2013 excluding EXALEAD V6R2013

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

The V6 Product Lifecycle Management (PLM) portfolio delivers a single, open, and scalable SOA platform that spans the complete business enterprise. It natively delivers the engineering, manufacturing, and simulation applications needed to enable Users to remotely create and collaborate online.

A list of PLM Version 6 Release 2013 software products is available in the Product Portfolio on Dassault Systèmes website:

www.3ds.com/terms/product-portfolio

Hardware & Software Requirements

Common Hardware & Software Requirements

For summary level hardware and software requirements, visit

<http://www.3ds.com/support>

Licensed Program Materials Availability

- Restricted materials - No. This Licensed Program is available without source Licensed Program materials. It is available in object code only.
-

Supplemental Terms

The License Management Model

The following license types are available for these Licensed Programs:

- [Machine Based](#) (node-lock)
- [Concurrent Based](#) (floating)
- [Add-on Product](#)
- [Named User Based](#)
- [Token Based](#)
- [System License](#)

Licenses of 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 provision of the Agreement) for purposes of a business trip of a maximum of thirty (30) consecutive days.

For Extjs from Sencha

You are not authorized to use Extjs in any other application other than the one with which it is distributed.

For SIMULIA Licensed Programs

Number of tokens. For SIMULIA Token Based Licensed Programs, the number of required tokens (also called “SIMULIA Tokens”) is determined by the type of analysis being performed and the number of CPUs or cores used in running the solver. Required token configurations may be changed for new or renewed licenses and with modifications of the covered products. Licensee will receive one or more license keys, each for a specific License Server which will permit access to the Licensed Programs. License keys include the agreed number and type of tokens for the Licensed Programs. The Licensed Programs, license tokens and applicable fees are specified in the Quote.

Licensee shall promptly provide Dassault Systèmes with usage reports when requested.

For ENOVIA Live Collaboration (CPF):

The Usage of the Autonomy search server optional functionality named “*ENOVIA Full-text Search Server with Autonomy IDOL*” is not allowed together with ENOVIA Live Collaboration (CPF) Licensed Program licensed under this LPS

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. 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 Reexport 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 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 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, Named Users and/or Extended Enterprise Users if applicable, shall at all times be in compliance with the terms and conditions of the Agreement. Any breach of the terms of this Agreement by Extended Enterprise Users if applicable 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>

Educational Allowance Available

The standard educational allowance does not apply to V6.

Separately Licensed Code

The following software is Separately Licensed Code, and licensed under the terms of the GNU LESSER GENERAL PUBLIC LICENSE set forth below.

- JavaScript Hash
- openVRML
- sgl and sgldb
- Wild Magic 3.x
- lib3DS
- Extended Message boxes
- jCIFS

**GNU LESSER GENERAL PUBLIC
LICENSE Version 3, 29
June 2007**

Copyright© 2007 Free Software
Foundation, Inc. <http://fsf.org/>

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

This version of the GNU Lesser General Public License incorporates the terms and conditions of version 3 of the GNU General Public License, supplemented by the additional permissions listed below.

0. Additional Definitions

As used herein, "this License" refers to version 3 of the GNU Lesser General Public License, and the "GNU GPL" refers to version 3 of the GNU General Public License. "The Library" refers to a covered work governed by this License, other than an Application or a Combined Work as defined below. An "Application" is any work that makes use of an interface provided by the Library, but which is not otherwise based on the Library. Defining a subclass of a class defined by the Library is deemed a mode of using an interface provided by the Library. A "Combined Work" is a work produced by combining or linking an Application with the Library. The particular version of the Library with which the Combined Work was made is also called the "Linked Version". The "Minimal Corresponding Source" for a Combined Work means the Corresponding Source for the Combined Work, excluding any source code for portions of the Combined Work that, considered in isolation, are based on the Application, and not on the Linked Version. The "Corresponding Application Code" for a Combined Work means the object code and/or source code for the Application, including any data and utility programs needed for reproducing the Combined Work from the Application, but excluding the System Libraries of the Combined Work.

1. Exception to Section 3 of the GNU GPL

You may convey a covered work under sections 3 and 4 of this License without being bound by section 3 of the GNU GPL.

2. Conveying Modified Versions

If you modify a copy of the Library, and, in your modifications, a facility refers to a function or data to be supplied by an Application that uses the facility (other than as an argument passed when the facility is invoked), then you may convey a copy of the modified version.

- a) under this License, provided that you make a good faith effort to ensure that, in the event an Application does not supply the function or data, the facility still operates, and performs whatever part of its purpose remains meaningful, or
- b) under the GNU GPL, with none of the additional permissions of this License applicable to that copy.

3. Object Code Incorporating Material from Library Header Files The object code form of an Application may incorporate material from a header file that is part of the Library. You may convey such object code under terms of your choice, provided that, if the incorporated material is not limited to numerical parameters, data structure layouts and accessors, or small macros, inline functions and templates (ten or fewer lines in length), you do both of the following:

- a) Give prominent notice with each copy of the object code that the Library is used in it and that the Library and its use are covered by this License.
- b) Accompany the object code with a copy of the GNU GPL and this license document.

4. Combined Works You may convey a Combined Work under terms of your choice that, taken together, effectively do not restrict modification of the portions of the Library contained in the Combined Work and reverse engineering for debugging such modifications, if you also do each

of the following:

- a) Give prominent notice with each copy of the Combined Work that the Library is used in it and that the Library and its use are covered by this License.
- b) Accompany the Combined Work with a copy of the GNU GPL and this license document.
- c) For a Combined Work that displays copyright notices during execution, include the copyright notice for the Library among these notices, as well as a reference directing the user to the copies of the GNU GPL and this license document.
- d) Do one of the following:
 - A) Convey the Minimal Corresponding Source under the terms of this License, and the Corresponding Application Code in a form suitable for, and under terms that permit, the user to recombine or relink the Application with a modified version of the Linked Version to produce a modified Combined Work, in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.
 - B) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (a) uses at run time a copy of the Library already present on the user's computer system, and (b) will operate properly with a modified version of the Library that is interface-compatible with the Linked Version.
- e) Provide Installation Information, but only if you would otherwise be required to provide such information under section 6 of the GNU GPL, and only to the extent that such information is necessary to install and execute a modified version of the Combined Work produced by recombining or relinking the Application with a modified version of the Linked Version. (If you use option 4d0, the Installation Information must accompany the Minimal Corresponding Source and Corresponding Application Code. If you use option 4d1, you must provide the Installation Information in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.)

5. Combined Libraries You may place library facilities that are a work based on the Library side by side in a single library together with other library facilities that are not Applications and are not covered by this License, and convey such a combined library under terms of your choice, if you do both of the following:

- a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities, conveyed under the terms of this License.
- b) Give prominent notice with the combined library that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

6. Revised Versions of the GNU Lesser General Public License

The Free Software Foundation may publish revised and/or new versions of the GNU Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns. Each version is given a distinguishing version number. If the Library as you received it specifies that a certain numbered version of the GNU Lesser General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that published version or of any later version published by the Free Software Foundation. If the Library as you received it does not specify a version number of the GNU Lesser General Public License, you may choose any version of the GNU Lesser General Public License ever published by the Free Software Foundation. If the Library as you received it specifies that a proxy can decide whether future versions of the GNU Lesser General Public License shall apply, that proxy's public statement of acceptance of any version is permanent authorization for you to choose

that version for the Library.

Last modified 2008-02-12 01:33PM

The following software is Separately Licensed Code, and licensed under the terms of the Modelica License 2 set forth below.

Modelica Standard Library

The Modelica License 2

Preamble. The goal of this license is that Modelica related model libraries, software, images, documents, data files etc. can be used freely in the original or a modified form, in open source and in commercial environments (as long as the license conditions below are fulfilled, in particular sections 2c) and 2d). The Original Work is provided free of charge and the use is completely at your own risk. Developers of free Modelica packages are encouraged to utilize this license for their work.

The Modelica License applies to any Original Work that contains the following licensing notice adjacent to the copyright notice(s) for this Original Work:

Licensed by <name of Licensor> under the Modelica License 2

1. Definitions

- a) "License" is this Modelica License.
- b) "Original Work" is any work of authorship, including software, images, documents, data files, that contains the above licensing notice or that is packed together with a licensing notice referencing it.
- c) "Licensor" is the provider of the Original Work who has placed this licensing notice adjacent to the copyright notice(s) for the Original Work. The Original Work is either directly provided by the owner of the Original Work, or by a licensee of the owner.
- d) "Derivative Work" is any modification of the Original Work which represents, as a whole, an original work of authorship. For the matter of clarity and as examples:
 - A) Derivative Work shall not include work that remains separable from the Original Work, as well as merely extracting a part of the Original Work without modifying it.
 - B) Derivative Work shall not include (i) fixing of errors and/or (ii) adding vendor specific Modelica annotations and/or (iii) using a subset of the classes of a Modelica package, and/or (iv) using a different representation, e.g., a binary representation.
 - C) Derivative Work shall include classes that are copied from the Original Work where declarations, equations or the documentation are modified.
 - D) Derivative Work shall include executables to simulate the models that are generated by a Modelica translator based on the Original Work (of a Modelica package).
- e) "Modified Work" is any modification of the Original Work with the following exceptions: (a) fixing of errors and/or (b) adding vendor specific Modelica annotations and/or (c) using a subset of the classes of a Modelica package, and/or (d) using a different representation, e.g., a binary representation.
- f) "Source Code" means the preferred form of the Original Work for making modifications

to it and all available documentation describing how to modify the Original Work.

g) "You" means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License.

h) "Modelica package" means any Modelica library that is defined with the "package <Name> ... end <Name>;" Modelica language element.

2. Grant of Copyright License. Licensor grants You a worldwide, royalty-free, non-exclusive, sublicensable license, for the duration of the copyright, to do the following:

a) To reproduce the Original Work in copies, either alone or as part of a collection.

b) To create Derivative Works according to Section 1d) of this License.

c) To distribute or communicate to the public copies of the *Original Work* or a *Derivative Work* under *this License*. No fee, neither as a copyright-license fee, nor as a selling fee for the copy as such may be charged under this License. Furthermore, a verbatim copy of this License must be included in any copy of the Original Work or a Derivative Work under this License. For the matter of clarity, it is permitted A) to distribute or communicate such copies as part of a (possible commercial) collection where other parts are provided under different licenses and a license fee is charged for the other parts only and B) to charge for mere printing and shipping costs.

d) To distribute or communicate to the public copies of a *Derivative Work*, alternatively to Section 2c), under *any other license* of your choice, especially also under a license for commercial/proprietary software, as long as You comply with Sections 3, 4 and 8 below. For the matter of clarity, no restrictions regarding fees, either as to a copyright-license fee or as to a selling fee for the copy as such apply.

e) To perform the Original Work publicly.

f) To display the Original Work publicly.

3. Acceptance. Any use of the Original Work or a Derivative Work, or any action according to either Section 2a) to 2f) above constitutes Your acceptance of this License.

4. Designation of Derivative Works and of Modified Works. The identifying designation of Derivative Work and of Modified Work must be different to the corresponding identifying designation of the Original Work. This means especially that the (root-level) name of a Modelica package under this license must be changed if the package is modified (besides fixing of errors, adding vendor specific Modelica annotations, using a subset of the classes of a Modelica package, or using another representation, e.g. a binary representation).

5. Grant of Patent License. Licensor grants You a worldwide , royalty-free, non-exclusive, sublicensable license, under patent claims owned by the Licensor or licensed to the Licensor by the owners of the Original Work that are embodied in the Original Work as furnished by the Licensor, for the duration of the patents, to make, use, sell, offer for sale, have made, and import the Original Work and Derivative Works under the conditions as given in Section 2. For the matter of clarity, the license regarding Derivative Works covers patent claims to the extent as they are embodied in the Original Work only.

6. Provision of Source Code. Licensor agrees to provide You with a copy of the Source Code of the Original Work but reserves the right to decide freely on the manner of how the Original Work is provided. For the matter of clarity, Licensor might provide only a binary representation of the Original Work. In that case, You may (a) either reproduce the Source Code from the binary representation if this is possible (e.g., by performing a copy of an encrypted Modelica package, if encryption allows the copy operation) or (b) request the Source Code from the Licensor who will provide it to You.

- 7. Exclusions from License Grant.** Neither the names of Licensor, nor the names of any contributors to the Original Work, nor any of their trademarks or service marks, may be used to endorse or promote products derived from this Original Work without express prior permission of the Licensor. Except as otherwise expressly stated in this License and in particular in Sections 2 and 5, nothing in this License grants any license to Licensor's trademarks, copyrights, patents, trade secrets or any other intellectual property, and no patent license is granted to make, use, sell, offer for sale, have made, or import embodiments of any patent claims. No license is granted to the trademarks of Licensor even if such trademarks are included in the Original Work, except as expressly stated in this License. Nothing in this License shall be interpreted to prohibit Licensor from licensing under terms different from this License any Original Work that Licensor otherwise would have a right to license.
- 8. Attribution Rights.** You must retain in the Source Code of the Original Work and of any Derivative Works that You create, all author, copyright, patent, or trademark notices, as well as any descriptive text identified therein as an "Attribution Notice". The same applies to the licensing notice of this License in the Original Work. For the matter of clarity, author notice means the notice that identifies the original author(s). You must cause the Source Code for any Derivative Works that You create to carry a prominent Attribution Notice reasonably calculated to inform recipients that You have modified the Original Work. In case the Original Work or Derivative Work is not provided in Source Code, the Attribution Notices shall be appropriately displayed, e.g., in the documentation of the Derivative Work.
- 9. Disclaimer of Warranty.** *The Original Work is provided under this License on an "as is" basis and without warranty, either express or implied, including, without limitation, the warranties of non-infringement, merchantability or fitness for a particular purpose. The entire risk as to the quality of the Original Work is with You.* This disclaimer of warranty constitutes an essential part of this License. No license to the Original Work is granted by this License except under this disclaimer.
- 10. Limitation of Liability.** Under no circumstances and under no legal theory, whether in tort (including negligence), contract, or otherwise, shall the Licensor, the owner or a licensee of the Original Work be liable to anyone for any direct, indirect, general, special, incidental, or consequential damages of any character arising as a result of this License or the use of the Original Work including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. This limitation of liability shall not apply to the extent applicable law prohibits such limitation.
- 11. Termination.** This License conditions your rights to undertake the activities listed in Section 2 and 5, including your right to create Derivative Works based upon the Original Work, and doing so without observing these terms and conditions is prohibited by copyright law and international treaty. Nothing in this License is intended to affect copyright exceptions and limitations. This License shall terminate immediately and You may no longer exercise any of the rights granted to You by this License upon your failure to observe the conditions of this license.
- 12. Termination for Patent Action.** This License shall terminate automatically and You may no longer exercise any of the rights granted to You by this License as of the date You commence an action, including a cross-claim or counterclaim, against Licensor, any owners of the Original Work or any licensee alleging that the Original Work infringes a patent. This termination provision shall not apply for an action alleging patent infringement through combinations of the Original Work under combination with other software or hardware.
- 13. Jurisdiction.** Any action or suit relating to this License may be brought only in the courts of a jurisdiction wherein the Licensor resides and under the laws of that jurisdiction excluding its conflict-of-law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any use of the Original Work outside the scope of this License or after its termination shall be subject to the requirements and penalties of copyright or patent law in the appropriate jurisdiction. This section shall survive the termination of this License.

14. Attorneys' Fees. In any action to enforce the terms of this License or seeking damages relating thereto, the prevailing party shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred in connection with such action, including any appeal of such action. This section shall survive the termination of this License.

15. Miscellaneous

- a) If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.
- b) No verbal ancillary agreements have been made. Changes and additions to this License must appear in writing to be valid. This also applies to changing the clause pertaining to written form.
- c) You may use the Original Work in all ways not otherwise restricted or conditioned by this License or by law, and Licensor promises not to interfere with or be responsible for such uses by You.

Excluded Components

The components listed below are Excluded Components.

ANTL
Apache Ant
Apache Commons httpclient
Apache Servlet
Axis
Blowfish
Boost
com.ice.tar
Commons Lang
Commons Math
CyberVRML
Dib2jpg
Doug Lea Memory Allocator
Exception Attacher
ftp client
getline
GUI components from Datamekanix
HDF5 1.6.5
httpdownload DLG
iTcl
Jakarta POI
JavaMail
javax.servlet
JDOM
JUnit
Jviews
Kava Chart
Krypto
LibJPG
LibPNG
Libxml2

LitFTP Transfer
Lookup3.c
METIS
MT19937
OpCode
OpenLDAP
OpenSSL
PostgreSQL
regex
stdstring
STLPort
Sun RPC
sysInfo
Tcl
TclDOM
TclLIB
TclSOAP
TclXML
Tk
Tls
Tomcat
Trf
U3D Lib
Unity Application Block
UPX
VRPN
Win32_dirent.h
Xalan
Xerces
Xstream
Zlib Compression Library

Designated Machine Identification

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

Footnotes:

[1](#)

Trademarks

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

CATIA, ENOVIA, DELMIA, SIMULIA, 3D VIA, 3DSwYm, EXALEAD and the 3DS logo are trademarks or registered trademarks of Dassault Systèmes or its subsidiaries in the US and/or in 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 this Licensed Program, excluding any documentation referenced herein, is provided for reference purposes only and does not extend or modify these specifications.

May 2012