DASSAULT SYSTEMES
THIRD PARTY TERMS (TPT) FOR
3DEXCITE DELTAGEN Release DG 2021x, Release PB 2021x
and Release DGMKT 2021x
LICENSED PROGRAMS

1. OPEN SOURCE COMPONENTS

The Licensed Programs may include open source 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.

Moreover, some open source components may not be distributed and licensed under the terms of the Agreement but under the terms of their original licenses as set forth in the Documentation of the Licensed Programs themselves.

Source code for open source software components is available upon request. Except for components mentioned in the section EXCLUSIONS below, the warranty and indemnification provided by DS under the Agreement apply to all 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 Customer (or Licensee).

2. ADDITIONAL THIRD PARTY TERMS

The following terms apply in addition to the Agreement:

JTOpen
The following terms also apply if Customer (or Licensee) is granted licenses of JTOpen software:
1. JTOpen software shall be used only while embedded within DELTAGEN Direct JT Export, DELTAGEN Direct JT Import, or DELTAGEN Direct JT Import + Export.
2. Customer (or Licensee) acknowledges Siemens's proprietary rights and trade secrets contained in portions of JTOpen software.
3. JTOpen software is a commercial product that has been developed exclusively at private expense. If JTOpen software is acquired directly or indirectly on behalf of a unit or agency of the United States Government under the terms of (i) a United States Department of Defense ("DOD") contract, then JTOpen software and documentation are considered "Commercial Items", as that term is defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined in 48 C.F.R. §252.227-7014(a)(5) and 48 C.F.R. §252.227-7014(a)(1), and used in 48 C.F.R. §12.212 and 48 C.F.R. 227.7202, as applicable, consistent with 48 C.F.R. §12.212, 48 C.F.R. §252.227-7015, 48 C.F.R. §227.7202 through 227.7202-4, 48 C.F.R. §52.227-14, and other relevant sections of the Code of Federal Regulations; or (ii) a Civilian agency contract, then use, reproduction, or disclosure is subject to the restrictions set forth in FAR clause 27.405(b)(2)(i), entitled Acquisition of Existing Computer Software, and any restrictions in the agency's FAR supplement and any successor regulations thereto, and the restrictions set forth in the Agreement. The United States Government will only have the rights set forth in the Agreement.

3. EXCLUSIONS

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

NONE