DASSAULT SYSTEMES
THIRD-PARTY TERMS (TPT) FOR
3DEXPERIENCE R2027x Major
ONLINE SERVICES

1. OPEN-SOURCE COMPONENTS

The Online Services 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 and Program Directory (PDir) of the Online Services.

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 and Program Directory (PDir) of the Online Services themselves.

Source code for open-source software components licensed under terms and conditions that mandate availability of such source code is available upon request. Except for components mentioned in the section EXCLUSIONS below, the warranty and indemnification provided by 3DS under the Agreement apply to all open-source software components and shall be provided by 3DS and not by the original licensor, but only for the use of the Online Services that is in compliance with the terms of the Agreement, and in conjunction with the Online Services. The original licensors of said open-source software components provide them on an "as is" basis and without any liability whatsoever to Customer.

2. ADDITIONAL THIRD-PARTY TERMS

The following terms apply in addition to the Agreement:

Adobe® PDF Library provided by Datalogics™:
Adobe Inc. is the owner of certain proprietary information and intellectual property rights included in the Licensed Programs and the Documentation. Adobe is a third-party beneficiary entitled to enforce Datalogics' rights and your obligations hereunder and to seek appropriate legal and equitable remedies, including but not limited to, damages and injunctive relief, for your breach of such obligations. You may embed copies of the font software into your electronic documents for purpose of printing, viewing and editing the document. No other embedding rights are implied or permitted under this license.
Datalogics, Inc. and Adobe Inc. do not and cannot warrant the performance results you may obtain by using the software.

Box services
If Customer authorizes its authorized users to use their Box accounts in conjunction with the use of the Online Services, Customer acknowledges and agrees to comply with the following additional terms:

1. Use of Box services by the authorized users is under Customer's sole responsibility, including but not limited to, compliance with Applicable Data Protection Legislation, any other applicable law, regulation, and the Box terms and conditions.
2. Access to Box services through Online Services may be limited, suspended and/or terminated at any time without prior notice from 3DS.

Dropbox services
If Customer authorizes its authorized users to use their Dropbox accounts in conjunction with the use of the Online Services, Customer acknowledges and agrees to comply with the following additional terms:

1. Use of Dropbox services by the authorized users is under Customer's sole responsibility, including but not limited to, compliance with Applicable Data Protection Legislation, any other applicable law, regulation, and the Dropbox terms and conditions. In particular, Customer shall describe in its data privacy policy what Personal Data are collected and how they are used and shared when using Dropbox services, as described in the Documentation.
2. Access to Dropbox services through Online Services may be limited, suspended and/or terminated at any time without prior notice from 3DS.

OneDrive services
If Customer authorizes its authorized users to use their OneDrive accounts in conjunction with the use of the Online Services, Customer acknowledges and agrees to comply with the following additional terms:

1. Use of OneDrive services by the authorized users is under Customer's sole responsibility, including but not limited to, compliance with Applicable Data Protection Legislation, any other applicable law, regulation, and the OneDrive terms and conditions.
2. Access to OneDrive services through Online Services may be limited, suspended and/or terminated at any time without prior notice from 3DS.

Google Drive services

If Customer authorizes its authorized users to use their Google Drive accounts in conjunction with the use of the Online Services, Customer acknowledges and agrees to comply with the following additional terms:

1. Use of Google Drive services by the authorized users is under Customer's sole responsibility, including but not limited to, compliance with Applicable Data Protection Legislation, any other applicable law, regulation, and the Google terms and conditions.
2. Access to Google Drive services through Online Services may be limited, suspended and/or terminated at any time without notice from 3DS.

Use of Google Drive services by the authorized users implies that Customer grants to Google, for the sole purpose of enabling Google to provide, secure, and improve the Google Drive services, a perpetual, irrevocable, worldwide, sub-licensable, royalty-free, and non-exclusive license to Use Customer Data authorized users' Google Drive accounts through Online Services. "Use" means use, host, store, modify, communicate, and publish.

Sencha components

Customer is not authorized to use Sencha components in any other application other than the one with which it is distributed.

Oracle

The following terms also apply if Customer is granted licenses of Oracle software:

1. The Oracle software licenses shall be used only in conjunction with the Online Services.
2. Customer shall not publish the results of any benchmark tests run on the Oracle software.
3. Oracle or its licensor retains all ownership and intellectual property rights to Oracle software.
4. Oracle is a third-party beneficiary of the Agreement.
5. The parties agree to exclude the Agreement from the applicability of the Uniform Computer Information Transactions Act.
6. Some Oracle software may include source code that Oracle may provide as part of its standard shipment of Oracle software and such source code shall be governed by the Agreement.
7. Customer shall not assign, give or transfer the licenses of the Oracle software or the Oracle agreement insofar as it relates to the Oracle software or use the Oracle software for rental, timesharing, subscription service, hosting or outsourcing; make the Oracle software available in any manner to any third party for use in the third party's business operations.
8. Customer shall not remove or modify any program marking or any notice of Oracle's or its licensor's proprietary rights.
9. Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features that are identified as such in the Licensing Information User Manual – Oracle Java SE and Oracle Java Embedded Products Document, accessible at http://www.oracle.com/technetwork/java/javase/documentation/index.html, under the "Description of Product Editions and Permitted Features" section.
10. Third-party technology may be appropriate or necessary for use with some Oracle software if specified in the Documentation. In such case, the third-party technology is licensed to Customer for use with the given Online Services under the separate third-party terms.
11. Customer shall comply fully with all applicable export and import laws to assure that neither the Oracle software, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
12. Customer may not contact Oracle for support for Oracle software licensed through 3DS. Customer may not contact 3DS for support for Oracle software not licensed through 3DS.

VISA libraries

VISA libraries are not provided as part of this product.
The use of VISA libraries in conjunction with this product is subject to the acceptance by the Customer of the IVI Foundation license agreement.
The aforementioned IVI Foundation license agreement can be obtained from the IVI Foundation and shall only bind Customer and the IVI Foundation.

The MathWorks, Inc.

Customer waives any and all claims related to the Agreement or the Online Services or Documentation, for any direct, indirect, incidental or consequences damages or any obligation to provide remedial actions, on any basis, against The MathWorks, Inc. and its licensors.

TDK Simulation Models

1. The TDK Simulation Models are being provided solely for informational purposes. Please refer to the product specifications in terms of detailed characteristics of such products.
2. In no event shall TDK Corporation or any of its subsidiaries be liable for any loss or damage arising, directly or indirectly, from any information contained in the TDK Simulation Models, including, but not limited to loss or damages arising from any inaccuracies, omissions or errors in connection with such information.
3. Any and all copyrights on the TDK Simulation Models are owned by TDK Corporation. Duplication or redistribution of the TDK Simulation Models without prior written permission from TDK Corporation is prohibited.
4. The TDK Simulation Models are subject to any modification or change without any prior notice.
5. Neither TDK Corporation nor any of its subsidiaries shall make any warranty, express or implied, including but not limited to the correctness, implied warranties of merchantability and fitness for a particular purpose with respect to the TDK Simulation Models.
6. The user of the TDK Simulation Models shall be deemed to have consented to the terms and conditions hereof.

Würth Elektronik for CST Studio Suite

1. The Würth Elektronik for CST Studio Suite library is being provided solely for informational purposes. Please refer to the product specifications in order to gain detailed characteristics of such products.
2. In no event shall Würth Elektronik eiSos GmbH & Co. KG be liable for any loss or damage arising, directly or indirectly, from the use of any information contained in the Würth Elektronik for CST Studio Suite library models, including, but not limited to loss or damages arising from any inaccuracies, omissions or errors in connection with such information.
3. Any and all copyrights in the Würth Elektronik for CST Studio Suite library models are owned by Würth Elektronik eiSos GmbH & Co. KG. Duplication or redistribution of the Würth Elektronik Studio Suite library models without prior written permission of Würth Elektronik eiSos GmbH & Co. KG is prohibited.
4. The Würth Elektronik for CST Studio Suite library models are subject to modification or change without any prior notice.

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1. The Coilcraft Inductor library and/or the Coilcraft Inductor models are being provided solely for informational purposes. Please refer to the product specifications in order to gain detailed characteristics of such products.
2. In no event shall Coilcraft be liable for any loss or damage arising, directly or indirectly, from the use of any information contained in the Inductor models, including, but not limited to loss or damages arising from any inaccuracies, omissions or errors in connection with such information.
3. Any and all copyrights in the Coilcraft Inductor models are owned by Coilcraft. Duplication or re distribution of the Coilcraft Inductor models without prior written permission of Coilcraft is prohibited.
4. The Coilcraft Inductor models are subject to modification or change without any prior notice.
5. Otherwise, the use of the Coilcraft Inductor models is governed by the terms of the software license agreement.

Third-party components included in SOLIDWORKS Design

The following terms supplement the Export section of the Agreement:
Customer acknowledges that the 3DS Offerings including SOLIDWORKS Design Online Service, as specified in the Documentation, and its associated Documentation contain software and technical data that are expressly subject to the export control laws, orders or other restrictions of the United States and the United Kingdom regarding export of software, technical data or products of such software, or technical data. Customer shall not directly or indirectly import, export or re-export these 3DS Offerings or permit transshipment of these 3DS Offerings (a) to any country or destination for which the United States or the United Kingdom require(s) an export license or other approval for export without first having obtained such approval and the written approval of 3DS, or (b) otherwise contrary to United States or United Kingdom law. Customer understands and acknowledges that, in the event of a conflict between United States and United Kingdom laws, the more restrictive law shall prevail.

3. EXCLUSIONS

The warranty and indemnification provided by 3DS under the Agreement are not applicable to third-party components listed hereunder:

IBM Semeru Runtime Open Edition for Java, Eclipse Temurin, and Apache TomEE+ (including both Tomcat and Java EE) from the Apache Foundation which may be delivered for Customer convenience.

IBM MPI Community Edition

IBM Platform MPI Community Edition is licensed to end users under the terms and conditions of the International License Agreement Non-Warranted Programs and associated License Information documents that accompany the program and located at https://www.ibm.com/support/customer/csol/terms/?id=L-YYAG-BA3PQW.

The Support Services provided by 3DS under the Agreement are not applicable to third-party components listed hereunder:

TDM file reader and writer interface

IBM Semeru Runtime Open Edition for Java, Eclipse Temurin, and Apache TomEE+ (including both Tomcat and Java EE).

MainWin