

DASSAULT SYSTEMES THIRD-PARTY TERMS (TPT) FOR SOLIDWORKS Desktop Release 2027 Beta 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 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 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.

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.

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 Licensed Program.
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 <https://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 3DS Offering 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.

Export Control terms for Parasolid and D-Cubed components

Export to Customer of the 3DS Offerings and Documentation that are covered by this document, is subject to all applicable countries' export and re-export laws and regulations, including but not limited to the export control laws of the United States or the United Kingdom. 3DS and its licensors shall have no liability towards Customer if the necessary authorizations, licenses or approvals are not obtained. Customer shall not export or re-export, either directly or indirectly, the 3DS Offerings when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval. Customer hereby warrants to 3DS that all 3DS Offerings that are covered by this document, shall not be used in violation of any applicable export laws, including for proliferation of any nuclear, chemical or biological weapons or missile delivery systems, and shall not be diverted to any country, company or individual if prohibited by the applicable export laws of any country. Customer recognizes that their data may be transferred to or stored in any country. Customer undertakes to abstain from, and shall ensure all users abstain from, processing, storing or uploading on their data-sharing environment any information or data, the export of which is controlled, regulated or subject to any permit or license under any applicable law or regulation. Customer shall be deemed to be the exporter of their data. 3DS may terminate the granted licenses upon written notice if Customer violates these provisions.

3. EXCLUSIONS

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

NONE

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

NONE