1. LIST OF LICENSED PROGRAMS

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References in this LPS to Dassault Systèmes Products, Licensed Programs and/or Program Services (Support Services) do not imply that DS intends to make these available in all countries in which DS operates.

Any other documentation with respect to these Licensed Programs, excluding any documentation referenced herein, is provided for reference purposes only and does not extend or modify these specifications.

2. HARDWARE AND SOFTWARE REQUIREMENTS

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Hardware and software information for 3DEXPERIENCE R2017x Licensed Programs are available at http://media.3ds.com/support/progdir/

3. LICENSED PROGRAM MATERIALS AVAILABILITY

Restricted materials - No.

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4. SUPPLEMENTAL TERMS

4.1 GENERAL RULES

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- Casual Named User Based
- Concurrent (floating) Based
- Named User Based
- System License
- Token Based

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- shall not be used standalone and/or for other purposes than the ones for which such Licensed Program has been marketed and granted to Licensee by DS

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For the Function Driven Generative Designer (6CP-GDE) Licensed Program which comprise client applications (graphical user interface) and compute capabilities, client applications and compute capabilities shall not be operated simultaneously by more than one (1) authorized User and/or Extended Enterprise User, as applicable.

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**SIMULIA - 3DEXPERIENCE Simulation business category:**

**Embedded Compute capability**
For Licensed Programs which comprise client applications (graphical user interface) and compute capabilities, client applications and compute capabilities shall not be operated simultaneously by more than one (1) authorized User and/or Extended Enterprise User, as applicable.

**Token Based for SIMULIA - 3DEXPERIENCE Simulation business category**
Token Based Licensed Programs from 3DEXPERIENCE Simulation business category may be accessed and executed by Users whose usual workplace is limited to one Licensee facility (location) where the Licensed Programs are deployed.

**Token Based Licensed Programs from the 3DEXPERIENCE Simulation business category, as specified in the Product Portfolio, provide a right to a maximum number of independent or concurrent simulation jobs. Simulation jobs include solver execution and may include other operations as specified in the Documentation ("Simulation Jobs"). The maximum number of Simulation Jobs at any time is determined by: i) the number of tokens included in the granted Licensed Programs and ii) the number of tokens required for each Simulation Job as specified in the Product Portfolio. Licensee shall promptly provide DS with usage reports when requested.**

**SIMULIA - 3DEXPERIENCE Anatomical business category**

**Living Heart Human Model (6CB-SHH):**
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### 5. OTHER PERMITTED USES FOR LICENSED PROGRAMS

**USE FOR CERTAIN SERVICES.** Except for Development Tool Kit, Licensee is authorized to use the Licensed Programs for added-value engineering 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 and user from use by Licensee of the Licensed Programs. In any event, Licensee may not (1) 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 application service provider, or (2) install and/or operate and/or give access to the Licensed Programs on any hardware and/or software environment owned by or under control of any third party unless otherwise expressly authorized in the Agreement, or (3) 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.

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SIMULIA - 3DEXPERIENCE Simulation – Anatomical business category:

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6.2 ADDITIONAL THIRD PARTY SOFTWARE TERMS

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The Support Services provided by DS under the Agreement are not applicable for the open source components listed hereunder:

Motif for Linux

7. SPECIFICITIES

7.1 TYPE/DURATION OF PROGRAM SERVICES (also referred to as “SUPPORT SERVICES”)
Support Services means the maintenance, enhancement and other support services related to a Licensed Program as described at http://www.3ds.com/terms/support-policies

7.2 DESIGNATED MACHINE IDENTIFICATION
No

7.3 TEST PERIOD
No

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The following definitions supplement those of the Glossary - Release 2, available at www.3ds.com/terms/glossary.

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Remote Access means, if so specified in the Product Portfolio, that 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 provisions of the Agreement).

The following definition supersedes the definition of the Glossary - Release 2, available at www.3ds.com/terms/glossary.

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