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

1. LIST OF LICENSED PROGRAMS

The list of the Licensed Programs to which this LPS applies is in the Product Portfolio available at http://www.3ds.com/terms/product-portfolio.

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

The DS hardware certification program is available at http://www.3ds.com/support/certified-hardware/.

Hardware and software information for 3DEXPERIENCE R2019x Licensed Programs are available at http://media.3ds.com/support/progdir/.

3. LICENSED PROGRAM MATERIALS AVAILABILITY

Restricted materials - No.
This Licensed Program is available without Source Code materials. It is available in Object Code only.

4. SUPPLEMENTAL TERMS

4.1 GENERAL RULES

The licenses for the Licensed Programs to which this LPS applies are granted pursuant to the Agreement, and according to one of the following licensing schemes (specifying the authorized use and end-users), as specified in the Product Portfolio if available, and as determined in the applicable Quote:

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

Licenses for the Licensed Programs to which this LPS applies are granted for use on Machines by the Users (and Extended Enterprise Users, as applicable) only in the country for which the licenses are ordered. However, (i) Users, whose usual workplace is located in the same country as the country where such use of the Licensed Programs has been authorized, may use the Licensed Programs in any other country (subject inter alia to the export and re-export laws and regulations provisions of the Agreement) for purposes of a business trip of a maximum of thirty (30) consecutive days and (ii) DS may authorize, on a case-by-case basis, the use of certain Licensed Programs by the Users (and Extended Enterprise Users, as applicable) on a Remote Access mode.

It is agreed that, notwithstanding anything to the contrary provided in the Documentation, software components packaged and delivered by DS as part of a given Licensed Program:

- shall solely be used together and as part of such Licensed Program and
- 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.

If a patent invention is implemented in the Licensed Programs for which a right to use is granted pursuant to the Agreement, DS hereby grants Licensee a non-exclusive license on the applicable patent limited to the use of such Licensed Program.
4.2 SPECIFIC PROVISIONS FOR CERTAIN LICENSED PROGRAMS

**Business Analytics Server (6MP-EUS), any Licensed Programs whose name contains “Connector For Indexing”:**

Each of these Licensed Programs is eligible for production purpose on one or several Machines within the limited number of related ordered tokens. Upon request, Licensee can be granted two hundred percent (200%) additional tokens to be able to use these Licensed Programs for non-production purpose on dedicated Machines.

**Any Licensed Programs whose name ends with “Index”**:  
Each of these Licensed Programs is eligible for production purpose on one or several Machines within the limited overall indexing capacity of such related Licensed Programs, as specified in the Documentation. Upon request, Licensee can be granted two hundred percent (200%) additional indexing capacity of such Licensed Programs to be able to use these Licensed Programs for non-production purpose on dedicated Machines.

**REDUCE Cluster Capacity for 2 500 000 parts (6MP-X1B), REDUCE Cluster Capacity for 500 000 parts (6MP-X1M), REDUCE Cluster Capacity for 100 000 parts (6MP-X1S), REDUCE Cluster Capacity for 50 000 parts (6MP-X1J):**

Each of these Licensed Programs is eligible for production purpose for one (1) index on one (1) Machine within the limited overall clustering capacity of such related Licensed Programs, as specified in the name of such related Licensed Programs and/or Documentation. Upon request, Licensee can be granted one hundred percent (100%) additional clustering capacity of such Licensed Programs to be able to use these Licensed Programs for non-production purpose on dedicated Machines.

**Behavior (Modelica) libraries:**

As an exception to the Agreement, for Licensed Programs which give access to behavior (Modelica) libraries as defined in the Documentation, as long as the corresponding license for the Licensed Programs is valid, DS grants Licensee a non-exclusive, non-transferable license to prepare Derivative Works of the Value Added Technology only. Licensee may distribute such Derivative Works of the Value Added Technology to third parties exclusively in Object Code form. In addition, Licensee is granted the right to modify, copy, and distribute those parts of the Value Added Technology expressly marked as “sample code,” if applicable. However, Licensee shall not use, and shall not permit any third party to use, any form or part of the Value Added Technology (including without limitation, such as included in a Source Code Output File, a Binary Output File and/or Obfuscated Source Code) to develop a software program competing or intended to compete directly or indirectly with the Licensed Programs to which this LPS applies, for whatever purpose.

For the avoidance of doubt and without prejudice to the Agreement, distribution of any element of the Value Added Technology in whatever form (whether “as is” or included in a Derivative Work, Licensee Model, Licensee Application or Binary Output File, and/or “sample code”), as authorized pursuant hereto remains subject to the export and re-export laws and regulations provisions of the Agreement.

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As long as the **Source Code Generation Option** license is valid, DS grants Licensee a non-exclusive, non-transferable license to use, reproduce and modify (solely for the purpose of improving, adapting to Licensee’s needs and bug fixing of Source Code Output File) the Value Added Technology strictly as integrated in the Source Code Output File in order to enable Users (and/or Extended Enterprise Users as applicable) to operate the Output File exclusively for Licensee’s internal use. In addition, and as long as the license on the Source Code Generation Option is valid, DS grants Licensee a non-exclusive, non-transferable license to distribute on a worldwide basis to any third parties the Value Added Technology in order to enable such third parties to operate the Source Code Output File exclusively for such third parties’ internal use.

**Additional terms applicable to Binary Model Export Option**

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**Additional terms applicable to Real Time Simulation Option**

As long as the **Real Time Simulation Option** license is valid, DS grants Licensee a non-exclusive, non-transferable license to use, reproduce and modify (solely for the purpose of improving, adapting to Licensee’s needs and bug fixing of the Obfuscated Source Code) the Value Added Technology strictly as integrated in the Obfuscated Source Code in order to enable Users (and/or Extended Enterprise Users as applicable) to operate the Obfuscated Source Code exclusively for Licensee’s internal use. In addition, and as long as the license on the Real Time Simulation Option is valid, DS grants Licensee a non-exclusive, non-transferable license to distribute on a worldwide basis to any third parties the Value Added Technology integrated in the Obfuscated Source Code exclusively as embedded in a Licensee Application for such third parties’ internal use.

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CATIA - 3DEXPERIENCE Design/Engineering business category:
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.

DELMIA - 3DEXPERIENCE Manufacturing/Production business category:
Each 3DLean Master - Team (6NB-PLT) Licensed Program is authorized for use by multiple Named Users organized in one (1) team. Such team is responsible for an identified scope of actions and objectives on a particular business process.

ENOVIA - 3DEXPERIENCE Open business category:
The Content Replication (6MP-XRS) Licensed Programs are authorized for use on Machines which are not necessarily located on Licensee’s Premises and/or Licensee’s country, being stated that one (1) Content Replication (6MP-XRS) Licensed Program is required per Machine physical location.

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 Licensed Programs
Token Based Licensed Programs from the 3DEXPERIENCE Simulation business category may be accessed and executed by Users whose usual workplace is limited to one (1) 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
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**EDUCATIONAL ALLOWANCE AVAILABILITY.** The standard educational allowance does not apply to the Licensed Programs to which this LPS applies.

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**OWNERSHIP:** Licensee shall retain title to all modifications made to the databases included within the Anatomical Licensed Program. Modifications may include, without limitation, the insertion by Licensee of medical devices or additional or alternative material definitions into the Anatomical Licensed Program. Licensee agrees that DS may create derivatives works or enhance the Anatomical Licensed Program which may contain similar or identical modifications to those made to the Anatomical Licensed Program by Licensee. In such a case, DS shall retain title to its own modifications or creations and Licensee will not bring any claim against DS or any DS Group Company related to such derivative work or enhancement.

**WARRANTY:** DS does not warrant that the Anatomical Licensed Program will materially conform to its Documentation if Licensee modifies the Anatomical Licensed Program in any way.

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6.1 **OPEN SOURCE COMPONENTS**

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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.

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6.2 **ADDITIONAL THIRD PARTY TERMS**

The following terms apply in addition to the Agreement:

- **Sencha components**
  - Licensee 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 Licensee is granted licenses of Oracle software:
1. The Oracle software licenses shall be used only in conjunction with the Licensed Programs.
2. Licensee shall not publish the results of any benchmark tests run on the Oracle software.
3. Oracle is a third party beneficiary of the Agreement.
4. The parties agree to exclude the Agreement from the applicability of the Uniform Computer Information Transactions Act.
5. 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.
6. Licensee shall not assign the licenses of the Oracle software or the Oracle agreement insofar as it relates to the Oracle software or rent or lease the Oracle software.

Oracle Instant Client:
The following terms apply in addition to Oracle terms above if Licensee is granted licenses of Oracle Instant Client software:
1. Licensee 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.

Support for Oracle Software
Licensee may not contact Oracle for support for Oracle software licensed through DS. Licensee may not contact DS for support for Oracle software not licensed through DS.

Microsoft Kinect
1. Licensee shall not use the Microsoft Kinect component with any program where failure or fault of any kind of the Microsoft Kinect component could lead to death or serious bodily injury of any person, or to severe physical or environmental damage (“High Risk Use”). High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft navigation and control of other modes of human mass transportation, nuclear or chemical facilities.
2. When using the Licensed Programs with a Kinect for Windows v2 Sensor, Microsoft will collect telemetry data (e.g. operating system, number of processors, graphic chipset, memory, device type, locale, time) in order to improve Microsoft products and services. The data will not be used to identify specific individuals.

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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](http://www.3ds.com/terms/support)

7.2 DESIGNATED MACHINE IDENTIFICATION
No

7.3 TEST PERIOD
No

8. SECURITY MECHANISMS
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10. **WARRANTY**

The Licensed Programs are warranted as specified in the Agreement. These 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.

11. **ADDITIONAL DEFINITIONS**

The following definitions supplement those of the Glossary - Release 3, available at [www.3ds.com/terms/glossary](http://www.3ds.com/terms/glossary).

**NONE**

12. **TRADEMARKS**

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