Licensed Program Specifications (LPS)

Reqtify® 2011-2, ControlBuild® 2011-2,

Terms that are initially capitalized are defined in the Glossary - Release 1, available at www.3ds.com/terms/glossary.

Reqtify®

Reqtify Licensed Program is an interactive requirement traceability and impact analysis tool which can trace requirements from system, program and project levels to all levels of your software or hardware component development lifecycle. Reqtify Licensed Program(s) can interface to requirement-related information in a wide variety of data formats, document types and file formats.

This LPS covers the following Reqtify Licensed Programs:

- RQS Reqtify – Standard Version
- RQD Reqtify – Developer Option
- RQT Reqtify – Test Option
- RQG Reqtify – Tagger Option
- RQV Reqtify – Reviewer Option
- RQR Reqtify – RIF Option
- RCP Reqtify – Collaborative Project Option

ControlBuild®

ControlBuild Licensed Program is an innovative environment for designing and validating distributed control and monitoring systems as well as software applications. Based on a model-driven approach meets the needs of creating distributed automation for control and monitoring for the trains and metro industries, shipbuilder, energy producers, process engineering (for example, water treatment), and various types of companies (such as construction, building, and automation firms).

This LPS covers the following Licensed Programs:

- CBG ControlBuild Design
Hardware/Software Requirements

Reqtify

The minimal size requirements are as follows:

**Windows**
- Approximately 150MByte available hard-disk space.
- 512 MByte RAM and 8 MByte VRAM.
- High color (16-bit or 65536 colors) at resolution 1024x768 or 1280x1024.

**HP-UX**
- Approximately 150MByte available hard-disk space.
- 512 MByte RAM and 8 MByte VRAM.
- High color (16-bit or 65536 colors) at resolution 1024x768 or 1280x1024.

Reqtify is supported on the following platforms:

- Sun Solaris 8, 9 and 10
- Windows 2000/XP/VISTA

**ControlBuild**

The minimal size requirements are as follows:

- PC 1.8 GHz Pentium
- Memory : 512 Mb
- Windows 2000 or later
- Disk space : 250 Mb free

The recommended size requirements are as follows:

- PC 2.8 GHz Pentium
- Memory: 2 Gb
- Windows XP Professional
- Disk space : 500 Mb free
ControlBuild is supported on the following platforms:

- Windows 2000/XP/VISTA

---

**Licensed Program Materials Availability**

- Restricted materials - No. These Licensed Programs are available without source licensed program materials. It is available in object code only.

---

**Supplemental Terms**

---

**Type/Duration of Program Services (also referred to as “Support Services”)**

You will find all necessary information including processes, on Dassault Systèmes website:

http://www.3ds.com/terms/support-policies

**The License Management Model**

- Machine Based (node-lock)
- Concurrent Based (floating)
- Named User Based

Concurrent Based licensing may be licensed for Single Site or Multi-Site usage. Subject *inter alia* to the export and re-export laws and regulations provision of the Agreement and applicable provisions governing the above licensing structures:

- **A Single Site License** authorizes the Licensee to install and use the Licensed Program license to which this LPS applies only on Machines within Licensee’s Site and in the country for which such license is ordered. The term Licensee’s Site means the specific physical address of Licensee’s own facility that may consist of one or more buildings within a radius of one kilometer of where the Licensed Program license is first installed and put into use.
A Multi Site License authorizes the Licensee to install and use the Licensed Program license to which this LPS applies on Machines in several facilities of the Licensee located in the same geographic region only (i.e. APAC or EMEA or Americas).

Users and/or Named Users if applicable, whose usual workplace is located in the same country as the country where such use of the Licensed Program has been authorized, may use the Licensed Program in any other country (subject inter alia to the export and re-export laws and regulations provision of the Agreement) for purposes of a business trip of a maximum of thirty (30) consecutive days.

OTHER PERMITTED USES

USE FOR CERTAIN SERVICES. Except for Development Tool Kits, Licensee is authorized to use such Licensed Programs for added-value engineering and/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 end user from use by Licensee of the Licensed Programs. In any event, Licensee may not (A) 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 applications service provider, or (B) install and/or operate the Licensed Programs on any hardware and/or software environment owned by or under control of any third party, or (C) represent or imply to any party that it is an authorized or certified provider of services for Dassault Systèmes. Licensee shall indemnify, defend and hold harmless Dassault Systèmes 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.

OUTSOURCING TO A THIRD PARTY. Licensee is authorized to execute the Licensed Programs remotely on computers operated by third parties, provided that only duly authorized Users, and/or Extended Enterprise Users if applicable, shall have access to the Licensed Programs. Licensee may appoint a third party, such as an outsourcer, to operate the hardware on which the Licensed Programs are installed, on behalf of Licensee, only if (i) Licensee does not assign the Agreement or any licenses granted thereunder, in whole or in part, to the third party, (ii) the third party and Licensee enter into a written Agreement under which the third party agrees that its access to and use of the Licensed Programs is subject to all of the grant of license, confidentiality, restrictions, and limitations on use provisions of the Agreement, and (iii) such third party is not a competitor of any DS Group Company. Licensee acknowledges and agrees that the third
party shall be deemed an agent of Licensee. If Licensee becomes aware of any actual or suspected unauthorized use or disclosure of the Licensed Programs, Licensee shall immediately terminate the third party’s access to and use of the Licensed Programs. Licensee shall indemnify, defend, and hold harmless Dassault Systèmes against any claim, expense, judgment, damage, or loss (including reasonable attorneys’ fees) which arises out of or in any way relates to each third party’s access to or use of the Licensed Programs.

**LICENSEE’S RESPONSIBILITY.** In addition to all terms and conditions of the Agreement and all other provisions of this LPS, Licensee agrees that it is responsible for ensuring that any use of the Licensed Programs by all Users and Extended Enterprise Users shall at all times be in compliance with the terms and conditions of the Agreement, and any breach by Extended Enterprise Users of the terms of this Agreement shall also be deemed a breach by Licensee.

**Security Mechanisms**

Dassault Systèmes and its affiliated companies take all legal steps to eliminate piracy of their software products. In this context, the Licensed Programs may include a security mechanism that can detect the installation or use of illegal copies of the Licensed Programs, and collect and transmit data about those illegal copies only. Data collected will not include any Licensee data created with the Licensed Programs. By using the Licensed Programs, Licensee consents to such detection and collection of data, as well as its transmission and use if an illegal copy is detected. Dassault Systèmes also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to the Licensed Programs. Licensee may not take any steps to avoid or defeat the purpose of any such measures. Use of any Licensed Programs without any required lock device or authorization key provided by Dassault Systèmes is prohibited.

**Separately Licensed Code**

Whenever distributed, the following packages are distributed and licensed under the terms of the GNU General Public License (or under the MIT license for some portions of the Cygwin tool) set forth in the documentation of the relevant ControlBuild. Source code for these packages are available upon request.

Cygwin™ 2.0 beta (Portions, see http://cygwin.com/license.html)
Mingw (Portions, see http://www.mingw.org/license)
Libiconv is licensed under the LGPL, a copy of which may be found here http://www.gnu.org/licenses/old-licenses/lgpl-2.0.html.
Source code of this library is available upon request.
**Designated Machine Identification**

No

---

**Test Period**

No

---

**Use-Based Charges/Usage Restrictions**

Charges for this program are based on the number of users logged on at any time. The total number of users logged on may not exceed the number for which you have been authorized. If the total number exceeds your authorization, you must notify Dassault Systèmes and obtain additional authorizations.

---

**Softcopy Publications**

These Licensed Programs may include licensed publications in displayable or source form. Except as provided in this section, the terms and conditions of the Agreement with Dassault Systèmes apply to these publications and to any copies that are made from them.

The licensed publications may be used in displayable or source form on all machines designated for these Licensed Programs. The licensed publications may also be copied and used on other machines in support of authorized use of these Licensed Programs.

To support authorized use of the Licensed Programs, printed copies of the displayable or source material may be made if the copyright notice and any other legend of ownership is reproduced on each copy or partial copy. 

1
Warranty

These Licensed Programs are warranted as specified in the Agreement with Dassault Systèmes.

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), these Licensed Programs will be provided "As Is" as specified in the Agreement with Dassault Systèmes.

Footnotes:

1

Trademarks

Dassault Systèmes, products and services names may be trademarks or service marks of related companies.

Reqtify and ControlBuild are registered trademarks of Dassault Systèmes or its subsidiaries in the USA and/or other countries. Dassault Systèmes’s logo is a registered trademark of Dassault Systèmes or its subsidiaries in the USA and/or other countries.

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

December 2011