Terms that are initially capitalized are defined in the Glossary - Release 2, 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 the Reqtify, ControlBuild, Certified C Code Generator, AUTOSAR Builder and EEA Release 2017 Licensed Programs are as follows:

2.1 HARDWARE REQUIREMENTS

- HARDWARE REQUIREMENTS FOR REQTIFY
  The minimal system requirements for running Reqtify are as follows:
  - Approximately 150 MB available hard-disk space
  - 512 MB of RAM and 8 MB of VRAM
  - High color (16-bit or 65536 colors) at resolution 1024x768 or 1280x1024

- HARDWARE REQUIREMENTS FOR CONTROLBUILD
  The minimal system requirements for running ControlBuild are as follows:
  - Approximately 1.2 GB of free hard-disk space (550 MB for ControlBuild and 650 MB for the compilation environment)
  - 3 GB of RAM on the 64-bit platform

- HARDWARE REQUIREMENTS FOR THE CERTIFIED C CODE GENERATOR WITH CONTROLBUILD
  The minimal system requirements for running Certified C Code Generator with ControlBuild are as follows:
  - Approximately 1.2 GB of free hard-disk space (550 MB for ControlBuild and 650 MB for the compilation environment)
  - 3 GB of RAM on the 64-bit platform

- HARDWARE REQUIREMENTS FOR AUTOSAR BUILDER
  The minimal system requirements for running AUTOSAR Builder are as follows:
  - Approximately 900 MB of free hard-disk space (16 GB recommended)
  - 1 GB of RAM on the 32-bit platform (4 GB recommended)
  - 2 GB of RAM on the 64-bit platform (8 GB recommended)

- HARDWARE REQUIREMENTS FOR EEA (EMBEDDED ELECTRONIC ARCHITECTURE TOOL)
  The minimal system requirements for EEA are as follows:
  - Approximately 600 MB of free hard-disk space
  - 1 GB of RAM
  A 32-bit Java JRE 1.7 must be available on the machine for EEA to run.
2.2 SOFTWARE REQUIREMENTS

➢ SOFTWARE REQUIREMENTS FOR REQTIFY
Reqtify supports the following operating systems:
- Microsoft Windows 10, 64-bit platform
- Microsoft Windows 8, 64-bit and 32-bit platforms
- Microsoft Windows 7, 64-bit and 32-bit platforms
- Microsoft Windows Vista, 64-bit and 32-bit platforms
- Microsoft Windows XP, 64-bit and 32-bit platforms
- Microsoft Windows 2000, 64-bit and 32-bit platforms

➢ SOFTWARE REQUIREMENTS FOR CONTROLBUILD
ControlBuild supports the following operating systems:
- Microsoft Windows 10, 64-bit platform
- Microsoft Windows 8.1, 64-bit and 32-bit platforms
- Microsoft Windows 8, 64-bit and 32-bit platforms
- Microsoft Windows 7, 64-bit and 32-bit platforms
- Microsoft Windows Vista, 64-bit and 32-bit platforms
- Microsoft Windows XP, 32-bit platform

➢ SOFTWARE REQUIREMENTS FOR CERTIFIED C CODE GENERATOR
The Certified C Code Generator for ControlBuild supports the following operating systems:
- Microsoft Windows 10, 64-bit platform
- Microsoft Windows 7, 64-bit and 32-bit platforms
- Microsoft Windows 8.1, 64-bit and 32-bit platforms

➢ SOFTWARE REQUIREMENTS FOR AUTOSAR BUILDER
AUTOSAR Builder supports the following operating systems:
- Microsoft Windows 10, 64-bit platform
- Microsoft Windows 8, 64-bit platform
- Microsoft Windows 7, 64-bit platform
- Microsoft Windows Vista, 64-bit platform
- Microsoft Windows XP, 64-bit platform

➢ SOFTWARE REQUIREMENTS FOR EEA (EMBEDDED ELECTRONIC ARCHITECTURE TOOL)
The EEA client supports the following operating systems:
- Microsoft Windows 7, 64-bit platform
- Microsoft Windows Vista, 64-bit platform
- Microsoft Windows XP, 64-bit platform

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:

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

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Extended Enterprise Users, as applicable) on a Remote Access mode.
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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

For Licensed Programs which product description contains the words "Certified Code Generator", the Quote and/or Ordering Document must identify the project name and scope, as well as the name of the Licensee’s customer.

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 end 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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EDUCATIONAL ALLOWANCE AVAILABILITY. The standard educational allowance does not apply to the Licensed Programs to which this LPS applies.
6. SPECIFIC TERMS FOR THIRD PARTY SOFTWARE

The specific terms relating to the use of certain third party software components or products not developed by or for a DS Group Company and granted to Licensee to be used in connection with or within a Licensed Program are defined hereafter:

6.1 OPEN SOURCE SOFTWARE

The Licensed Programs may include open source software 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 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 these components is available upon request.

The warranty and indemnification provided by DS under the Agreement does NOT apply to all such open source software components. Support Services provided by DS under the Agreement apply to open source software components and shall be provided by DS 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 Licensee.

6.2 ADDITIONAL THIRD PARTY SOFTWARE TERMS

The following terms apply in addition to the Agreement:

AUTOSAR Builder contains Artop (AUTOSAR Tool Platform). The contributor of this component disclaims any and all warranties and may not be held liable for damages arising from the use of such component. The source code of this component is available upon request.

6.3 EXCLUSIONS

The warranty, indemnification and Support Services provided by DS under the Agreement are not applicable to open source software components listed hereunder:

- Mingw

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

8. SECURITY MECHANISMS

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9. SOFTCOPY PUBLICATIONS

The Licensed Program may include licensed publications in displayable or source form. Except as provided in this section, the terms and conditions of the Agreement 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 this Licensed Program. The licensed publications may also be copied and used on other machines in support of authorized use of this Licensed Program. To support authorized use of the Licensed Program, 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.

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 2, available at www.3ds.com/terms/glossary.

Licensee’s Site means the specific physical address of Licensee’s own facility identified in the Quote and/or Ordering Document that may consist of one or more buildings within a radius of one kilometer of where the Licensed Program is first installed and put into use.

Multi-Site License means, that Licensee is authorized to install and use the Licensed Program to which this LPS applies on Machines in several of the Licensee’s own facilities located in the same geographic region only (i.e. APAC or EMEA or Americas).

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).

Single Site License means that Licensee is authorized to install and use the Licensed Program to which this LPS applies only on Machines within Licensee’s Site as identified in the Quote and/or Ordering Document and in the country for which the license is ordered.

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

Token Based. Use of a Licensed Program granted in Token Based mode provides a right to use a determined number of tokens for the duration of the license. Tokens are reserved for one use at a time and when released, are available for other uses. The quantity of tokens required for a given use of the Licensed Program is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such Licensed Program. Pool of tokens of same type can be accessed and used simultaneously by one or several authorized Users and/or Extended Enterprise Users and/or Machines, as applicable within the limit of the number of available tokens. Tokens of given type(s) may be required to enable use of other Licensed Program.

12. TRADEMARKS

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