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 SFE CONCEPT V5 Connector (5CP-SC5) are the same as CATIA V5 and are available at http://media.3ds.com/support/prodir/.

2.1 HARDWARE REQUIREMENTS

Hardware Requirements for SFE Release 2021 Licensed Programs:

- Graphics card with OpenGL support
- Recommended Screen resolution min. 1280x1024
- Min. 16 GB RAM
- 1 GB disk space for installation

2.2 SOFTWARE REQUIREMENTS

Software information for SFE CONCEPT (5CP-SFT) and SFE AKUSMOD (5CP-SKM) as well as CATIA V5 compatibility levels with SFE 2021 Release are available in the Release notes and Installation Documentation.

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 (or floating) Based

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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:

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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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4.2 SPECIFIC PROVISIONS FOR CERTAIN LICENSED PROGRAMS

NONE

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 and defend 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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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, if applicable all Named Users and/or 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 (if applicable) of the terms of this Agreement shall also be deemed a breach by Licensee.

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6. SPECIFIC TERMS FOR THIRD PARTY COMPONENTS

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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.

Source code for open source software components is available upon request. The warranty and indemnification provided by DS under the Agreement does NOT apply to all open source components. The original licensors of said open source components provide them on an “as is” basis and without any liability whatsoever to Licensee.

6.2 ADDITIONAL THIRD PARTY TERMS

The following terms apply in addition to the Agreement:

NONE

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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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 definition supplements those of the Glossary - Release 5, available at www.3ds.com/terms/glossary.

Site means a particular office, building or physical location which shall be identified in the Quote or Ordering Document.

12. TRADEMARKS

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