Licensed Program Specifications (LPS)

NETVIBES Release NV1R2014x

A list of NETVIBES Release NV1R2014x software products is available in the Product Portfolio on Dassault Systèmes website:

www.3ds.com/terms/product-portfolio

Hardware & Software Requirements

Hardware infrastructure

- Front-end server (http, php)
  - 8GB Ram / 2CPU / 50GB disk SAS
- Back-end server (tokyo, mysql, solr)
  - 8GB Ram / 2CPU / 50GB disk SAS
- Cloudview server
  - 8GB Ram / 2CPU / 50GB disk SAS

Software infrastructure

- Linux based system (Ubuntu, Debian, RedHat, CentOS)

Licensed Program Materials Availability
• Restricted materials - No. This Licensed Program is available without source licensed program materials. It is available in object code only.

---

**Supplemental Terms**

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

**Licensing Schemes & Geographic Scope**

The licenses on the Licensed Program to which this LPS applies are granted pursuant to the Agreement with Dassault Systèmes for the following usage and authorized users as such terms are defined in the Glossary - Release 1.

- Named User Based
- System License

Licenses of the Licensed Program to which this LPS applies are granted for use only in the country for which the license is ordered. Except as otherwise provided for Licensed Programs for which remote access is allowed as specified below, Users and/or Named Users and/or Extended Enterprise 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.

**Named User Based Licenses:**

As specified in the Product Portfolio, Licensee can order licenses of the Licensed Programs for the following Named Users and/or Extended Enterprise Named Users if applicable:

- **Subscriber Named User** is a Named User or an Extended Enterprise Named User if applicable that uses the Licensed Program to view any dashboard, personalize it and view analytics (read-only). He cannot create dashboards or run new analytics.

- **Analyst Named User** is a Named User or an Extended Enterprise Named User if applicable that uses the Licensed Program to view any dashboard, personalize it and create new analytics. He cannot create new dashboards.

- **Publisher Named User** is a Named User or an Extended Enterprise Named User if applicable that uses the Licensed Program to create new dashboards (at least one
Publisher license is required for each dashboard), manages User access permissions and publishes live updates to users.

A Named User Based license for Licensed Programs requires a System License of the Licensed Programs to be executed.

Each license of the Licensed Programs must be assigned to a specific Named User or a specific Extended Enterprise Named User if applicable for a minimum duration of thirty (30) days even if the user’s use of the Licensed Programs is removed during this period.

**Specific Permitted Uses**

**USE OF CONTENT.** DS exercises no control over, and assumes no responsibility or liability for any Licensee or third party content, selected, provided and/or published when using the Licensed Programs.

**USE OF SEARCH ENGINE.** The search engine component which is integrated in the Licensed Programs cannot be used separately from them, and can only be used to search for a limited number of Documents in third party and Licensee contents. Such limited number shall not exceed at any given moment 10,000,000 (ten million) Documents. A Document means an unstructured piece of data which is either a news feed, a blog article, or a post on a social network, and is extracted from contents accessible through third party and Licensee applications selected by Licensee.

**Other Permitted Uses**

**USE FOR CERTAIN SERVICES.** Except for Development Tool Kits, Licensee is authorized to use such Licensed Program 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 Program. In any event, Licensee may not (A) use the Licensed Program 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 Program 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 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 Program with third party end users.

**REMOTE ACCESS.** If so specified in the Product Portfolio, 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 provision of the general terms of the Agreement).

**EXTENDED ENTERPRISE USERS.** For certain Licensed Programs as identified in the Product Portfolio and subject to all terms and conditions of the Agreement and this LPT, Licensee is authorized to give access to its licenses of such Licensed Programs to Extended Enterprise Users for the sole and exclusive purpose of enabling the Extended Enterprise User to conduct business with Licensee, provided that use of the Licensed Program by any such Extended Enterprise User shall be limited to use (a) solely as configured and deployed by Licensee and (b) solely in connection with the Extended Enterprise User’s performance of services for and on behalf of Licensee, and not for such Extended Enterprise User’s own or another’s account or for the purpose of hosting, modifying, or otherwise using or maintaining the Licensed Programs.

**OUTSOURCING TO A THIRD PARTY.** Licensee is authorized to execute the Licensed Program remotely on computers operated by third parties, provided that only duly authorized Users if applicable, shall have access to the Licensed Program. Licensee may appoint a third party, such as an outsourcer, to operate the hardware on which the Licensed Program is 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 Program 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 Program, Licensee shall immediately terminate the third party’s access to and use of the Licensed Program. 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 Program.

**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, if applicable, all Named Users and/or Extended Enterprise Users if applicable, 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.

---

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

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

No

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:

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.

The following components are not distributed and licensed under the terms of the Agreement but under the terms of their original licenses set forth in the Documentation and/or notice files in the Licensed Programs themselves. Source code for these components is available upon request.

Under the GNU LESSER GENERAL PUBLIC LICENSE version 2.1, available at http://www.gnu.org/licenses/lgpl-2.1.en.html:

Wideimage
TokyoCabinet
TokyoTyrant
GeoIP
LibMcrypt
T1lib
jCIFS
libgsf
Qt
TinyMCE

Under the GNU LESSER GENERAL PUBLIC LICENSE version 3, available at http://www.gnu.org/licenses/lgpl-3.0.en.html:

Smarty
Armadillo
Libpff
Reflections
Spnego
Javassist

Under the MOZILLA PUBLIC LICENSE version 1.1, available at http://www.mozilla.org/MPL/1.1/:
   CKEditor
   FLV Player
   MP3 Player
   Rhino

Under the COMMON DEVELOPMENT AND DISTRIBUTION LICENSE version 1.0, available at http://opensource.org/licenses/CDDL-1.0:
   JavaMail
   jaxws-ri

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.

Additional Third Party Software Terms

The following terms apply in addition to the Agreement:

   Sencha Touch from Sencha
   You are not authorized to use the component Sencha Touch component in any other application other than the Licensed Program with which it is distributed.

Exclusions

None.

Test Period

No

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 (including IP and MAC addresses). 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.

**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 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 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. ¹

---

**Warranty**

The Licensed Program is 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), this Licensed Program will be provided "As Is" as specified in the Agreement with Dassault Systèmes.

---

**Footnotes:**

¹ **Trademarks**

NETVIBES and the Dassault Systèmes logo are trademarks or registered trademarks of Dassault Systèmes or its subsidiaries in the US and/or in other countries.
Company, products and services names may be trademarks or service marks of related companies.

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 this Licensed Program, excluding any documentation referenced herein, is provided for reference purposes only and does not extend or modify these specifications.

March 2014