DASSAULT SYSTEMES
LICENSED PROGRAM SPECIFICATIONS (LPS) FOR
NETVIBES Release NV1R2018x

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 NETVIBES Release NV1R2018x Licensed Programs are as follows:

2.1 HARDWARE REQUIREMENTS

• 2 Frontend servers (http & php), for each server:
  o 16 GB Ram / 4 CPU / 50 GB disk SAS
• 3 Backend servers (mysql & cassandra & redis), for each server:
  o 32 GB Ram / 4 CPU / 300 GB disk SAS
• 2 Cloudview servers, for each server:
  o 32 GB Ram / 4 CPU / 300 GB disk SAS
• A HTTP load balancer, which is needed to split flux between the 2 Frontend servers:
  o 1 GB Ram / 2 CPU / 10 GB disk

2.2 SOFTWARE REQUIREMENTS

On Frontend servers and Backend servers, supported Operating Systems are as follows:

• Debian 8
• Debian 9

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:

➢ Named User Based either for Subscriber User, Analyst User or Publisher User
➢ System License
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.

Each Named User Based license of the Licensed Programs must be assigned to a specific Named User or a specific Extended Enterprise Named User as applicable, for a minimum duration of thirty (30) days even if the user’s use of the Licensed Programs is removed during this period. Licensed Programs authorize creation of dashboards which are administered by Licensee. Licensed Programs are provided for a maximum number of users of such dashboards, equal to the number of Named-Users and Extended Enterprise Named Users, as applicable, for which Licensee has purchased rights to access such Licensed Programs.

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

To execute certain Licensed Programs ordered under a Named User Based licensing scheme, a System License of another Licensed Program may be required.

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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 and 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, (i) 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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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 one hundred million (100,000,000) 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.

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:

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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.

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- Wideimage
- jCIFS
- libgsf
- TinyMCE
- Gettext (libintl & libasprintf)
- Iconv (libiconv & libcharset)
- ffmpeg

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

- Armadillo
- Libpff
- Reflections
- Spnego
- Javassist
- Html2Text

Under the MOZILLA PUBLIC LICENSE version 1.1, available at http://www.mozilla.org/MPL/1.1/:

- CKEditor
- FLV Player
- MP3 Player
- Rhino


- Gecko

Under the COMMON DEVELOPMENT AND DISTRIBUTION LICENSE version 1.0, available at http://opensource/licenses/CDDL-1.0:

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- jaxws-ri
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6.2 ADDITIONAL THIRD PARTY SOFTWARE TERMS

The following terms apply in addition to the Agreement:

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

6.3 EXCLUSIONS

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

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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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.

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

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

**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).

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

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

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12. TRADEMARKS

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