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 SIMULIA Abaqus for CATIA V5 Release V5-6R2017 Licensed Programs are available at http://media.3ds.com/support/progdir/

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
- Token Based

Licensed Programs may be accessed and executed by Users whose usual workplace is at the same facility as the License Server(s) (1) on the License Server(s) itself/themselves, and (2) on other Machines that are networked to the License Server(s) at the same site as the License Server, as identified in the Quote.

Within the parameters of the Quote, Licensee may from time to time designate the License Server(s) for which license keys shall be provided and from which tokens shall be available to other Machine(s) subject to the restrictions described in this LPS.

Licensee shall promptly provide DS with usage reports when requested

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

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Additional Information for Concurrent Based License: Each Licensed Program in Concurrent Based mode requires a unique license for each concurrent use of the Licensed Program. Licensee will receive a license key, for each License Server which will permit access to the Licensed Programs.

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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, 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.

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:

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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 or Program Directory (PDir) 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 or Program Directory (PDir) of the Licensed Programs themselves. Source code for these components is available upon request.

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6.2 ADDITIONAL THIRD PARTY SOFTWARE TERMS

The following terms apply in addition to the Agreement:

NONE

6.3 EXCLUSIONS

Certain optional third-party and open source software components, as identified in the Documentation, are not part of the Licensed Programs but are directly licensed by their respective licensors. They may be included on the media with the Licensed Programs for Licensee’s convenience and be executed at Licensee’s option. They are NOT warranted nor supported by DS.

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 definitions are added to the Glossary - Release 2, available at www.3ds.com/terms/glossary.

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).

12. TRADEMARKS

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