

<SW2012 Education EULA >

DASSAULT SYSTEMES SOLIDWORKS CORPORATION EDUCATION EDITION LICENSE AND SUBSCRIPTION SERVICE AGREEMENT

IMPORTANT - READ CAREFULLY: The terms and conditions that follow set forth a legal agreement between you (an accredited educational institution or a private/career school), the end user, and Dassault Systèmes SolidWorks Corporation, a Delaware corporation with its principal place of business at 175 Wyman Street, Waltham, Massachusetts 02451 USA (“DS SolidWorks”), relating to the SolidWorks® computer software and certain other related software modules (including the SolidWorks Simulation line of analysis products and the Enterprise PDM line of product data management products in all countries), if applicable (collectively, the “Software”). The term “Software” includes, and these terms and conditions also apply to, (i) any upgrades to the Software that you may receive from time to time under a subscription service or other support arrangement, (ii) any add-in modules to the Software you may order and install from time to time, and (iii) software from third parties, such as the Adobe® PDF library, that is incorporated into DS SolidWorks software. You may not load the software into any computer or use or copy it without a license from DS SolidWorks. DS SolidWorks hereby offers you a non-exclusive license on the terms set out in this Agreement. You should read these terms and conditions carefully BEFORE opening the case that contains the Software or installing and using the Software. Opening the case containing the Software or installing and using the Software will signify your agreement to be bound by these terms and conditions. If you do not agree to these terms and conditions, promptly return the case containing the Software and the accompanying items (including written materials) for a refund. This is a license agreement and not an agreement for sale.

Eligibility Requirements for Education Edition License

You acknowledge that Education Edition Licenses are provided to qualifying educational institutions and to private/career schools at prices that are significantly less than the prices to commercial users. As a consequence, Education Edition Licenses contain use restrictions that are not found in commercial licenses of the Software. Only educational institutions and private/career schools that meet the following criteria are qualified to receive Education Edition Licenses:

- You are a non-profit public or private accredited educational institution or a for-profit accredited private/career school, or operate a government certified apprenticeship program for degree-, diploma- or certificate-seeking students.
- You plan to use the Software for instructional purposes in classes for full-time, degree-, diploma- or certificate-seeking students where a student must be enrolled in at least six (6) credit hours of courses and lab work to be considered a full-time student, or you plan to use the Software for instructional purposes in a government certified apprenticeship program for degree-, diploma- or certificate-

seeking students. (Please note that research labs are NOT eligible for Education Edition Licenses.)

- You will not use the files created by the Software for research or commercial purposes or enable others to use the files created by the Software for research or commercial purposes.
- You will advertise DS SolidWorks courses in a school catalogue only and will not advertise any DS SolidWorks class offerings in any newspapers or other media, including on-line web sites and excepting an on-line school catalogue at your education institution's web site.
- The Software contains on-screen and printing features that identify the Software and related files as the "SolidWorks Education Edition," making it unsuitable for use in a commercial environment; furthermore, files created by the Software may be prevented from being read by commercial versions of DS SolidWorks software.
- You will use the Software on computers you own or lease that are located on your campus or at your business location if you operate a government certified apprenticeship program, or allow for the use of the Software on computers that are used by full-time, degree-, diploma- and certificate-seeking students in furtherance of their education and that have secure access to a network license server that is located on your campus or at your business location if you operate a government certified apprenticeship program, and on which the Software is installed.

1. GRANT OF LICENSE. (a) DS SolidWorks grants to you a nonexclusive, nontransferable (except as expressly set forth herein) license to use the Software and the printed and/or electronic user documentation (the "Documentation") accompanying the Software in accordance with this Agreement ("License"). If you have paid the license fee for a single user license, this Agreement permits you to use one (1) copy of the Software on any single computer, provided the Software is in use on only one (1) computer at any time in the country in which you have your principal campus or, if a remote campus purchased the license, from a DS SolidWorks reseller in the country in which the remote campus is located; always provided you have purchased the license from a DS SolidWorks reseller located in the country in which it will be used. This License may not be transferred to another country. If you have paid the license fees for multiple licenses of the Software, then at any time you may have as many licenses of the Software in use at one educational institution or private/career school site as you have licenses; a separate license is required for each separate campus or site at which the software will be used, e.g., satellite campuses must be covered under separate licenses. The Software is "in use" on a computer when it is loaded into the temporary memory, *i.e.*, RAM. If the potential number of users of the Software exceeds the number of licenses you have purchased, then you must have a reasonable mechanism or process in place to assure that the number of computers on which the Software is running concurrently does not exceed the number of licenses purchased. Except for SolidWorks Simulation software products, separate modules cannot float separately from each other, e.g., where there is one SolidWorks Education Edition license, Toolbox cannot be floated to one computer while PhotoWorks™ software is floated to a different computer. At

the time of registration (see Article 10 below), you must inform DS SolidWorks of the maximum number of potential users of the licenses you purchase. The Software may only be loaded and used on computers owned or leased by, and on the site of, the educational institution or private/career school, or on computers having secure access to a computer on which the Software is installed and that are used by full-time, degree-, diploma- and certificate-seeking students in furtherance of their education. Provided the Software is used first in a program for full-time degree-, diploma- and certificate-seeking students, part-time students may use the Software on computers owned or leased by and on the site of the educational institution or private/career school, or on computers having secure access to a licensed server on which the Software is installed. You shall (i) keep accurate and up-to-date records of the serial numbers and locations of all licenses of the Software, (ii) supervise and control the use of the Software in accordance with the terms of this Agreement, and (iii) provide copies of such records to DS SolidWorks upon its reasonable request.

(b) Security Mechanism. DS SolidWorks reserves the right to embed a software security mechanism within the Software to monitor usage of the Software to verify your compliance with this license. Such a security mechanism may store data relating to the use of the Software and the number of times it has been copied. DS SolidWorks reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to the Software. You may not take any steps to avoid or defeat the purpose of any such measures. Use of any Software without any required lock device or authorization key is prohibited. You give DS SolidWorks the right, at any time and with or without notice, to audit the records of the monitoring software to review the usage level. If an audit reveals that you have used more licenses of the Software than the authorized licenses, DS SolidWorks, at its sole option, may (i) charge you and you will pay the commercial end-user price for any additional licenses used in excess of the authorized licenses; (ii) revoke this license and require you to de-install the Software from all computers at the educational institution or private / career school; and/or (iii) pursue any other legal or equitable remedies.

(c) Network License version. If you have paid for a SolidNetWork (network) license version of the Software, the following additional terms apply to your license:

- (i) The SolidNetWork license version of the Software must be installed on a network server with a hardware locking device and an embedded software security mechanism that will permit only the number of licenses you have purchased to be in use at one time. Additional licenses can be added to the network license from time to time as additional licenses are purchased. You may not take any steps to avoid or defeat the purpose of the license manager. Use of the Software without any required lock device or authorization key is prohibited.
- (ii) The network on which the SolidNetWork license is installed may only distribute the license among client machines located on the same campus or site as the server or among client machines located at full-time, degree-, diploma-, and certificate-seeking student's residences (or part-time student's residence on

condition that the Software is being used first in a program for full-time degree-, diploma-, and certificate-seeking students), provided that the client machines have secure access to the license server on which the Software is installed.

(iii) The SolidNetWork license is effective on a year-to-year basis. If you have Subscription Service, you will automatically be provided an update to the SolidNetWork license serial number each year (which must be manually input by your network server administrator). If you do not have Subscription Service, you must initiate a request for an update to the SolidNetWork license serial number. Additional License for SolidWorks eDrawings[®] Professional. SolidWorks eDrawings Professional software is a collaboration tool. Therefore, SolidWorks eDrawings Professional enables you, and DS SolidWorks grants you a license, to make copies of a portion of SolidWorks eDrawings Professional along with model files you have created, and deliver such files to third parties with whom you collaborate in order to enable them, among other things, to view, mark-up, and measure your models.

(d) Adobe[®] PDF Software. When working with the Adobe PDF software, you may embed copies of the font software into your electronic documents for the purpose of printing, viewing, and editing the document. If the font software you are embedding is identified on Adobe's website at <http://www.adobe.com/type/browser/legal/embeddingeula.html> as "licensed for editable embedding", you may also embed copies of that font software for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

(e) SolidWorks Workgroup PDM. Each license for SolidWorks Workgroup PDM for SolidWorks or Workgroup PDM Contributor (a client license) includes the right to install the SolidWorks Workgroup PDM vault functionality on an unlimited number of servers, as you determine.

2. INTERNET TOOLS AND SERVICES. From time to time, a license of, or basic subscription service for, the Software may include integration with and access to certain Internet tools and services developed by DS SolidWorks. A base level of usage may be available at no extra charge for each license with additional usage available at an additional charge. Please see a description of any Internet tools for the Software at www.solidworks.com for additional details. Your use of the Internet tools and services is also subject to the Terms of Use applicable to that tool/service and found at <http://www.solidworks.com/sw/termsfuse.html> and incorporated herein by reference. When provided at no additional charge, these tools and services are gratuitous and may be modified and/or withdrawn at any time.

3. OWNERSHIP OF THE SOFTWARE AND RESTRICTIONS ON COPYING. DS SolidWorks or its licensors own and will retain all copyright, trade secret and other proprietary rights in and to the Software and the Documentation. THE SOFTWARE AND THE DOCUMENTATION ARE PROTECTED BY COPYRIGHT LAWS AND OTHER INTELLECTUAL PROPERTY LAWS. Each DS SolidWorks licensor is a third-party beneficiary of this Agreement. You obtain

only such rights as are specifically provided in this Agreement. You may not copy the Software into any machine-readable form except for back-up purposes and within the license restrictions of Article 1. You may not remove from the Software or Documentation any copyright or other proprietary rights notice or any disclaimer, and you shall reproduce on all copies of the Software made in accordance with this Agreement all such notices and disclaimers.

4. OTHER RESTRICTIONS ON USE. This Agreement is your proof of license to exercise the rights granted herein and must be retained by you. Other than as permitted in Article 1 with respect to SolidWorks eDrawings Professional, you may not use any portion of the Software separately from or independently of the Software and other than for your normal educational instructional purposes as described herein (see Eligibility Requirements). This license is NOT available for use by research labs that may be located at or be affiliated with an educational institution. This license DOES NOT grant the right to use files created by the Software for any commercial purpose or enable others to use files created by the Software for any commercial purpose, such as distributing a file to a commercial entity, and therefore, DS SolidWorks reserves the right to prevent files created by the Software from being read by commercial versions of the Software. You may not sell, license, sublicense, assign, transfer, lease or rent (including via an application service provider (ASP) or timeshare arrangement), the Software or the license granted by this Agreement. You may not arrange for the Software to be hosted by an Application or Internet Service Provider or enter into a timeshare arrangement with another party for use of the Software. You may not install or use the Software over the Internet, including, without limitation, use in connection with a Web hosting or similar service, or make the Software available to third parties via the Internet on your computer system or otherwise. You may not modify or make works derivative of the Software or Documentation and you may not analyze for purposes competitive to DS SolidWorks, reverse-engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software, as it contains trade secrets (such as the Software's structure, organization and code) of DS SolidWorks and its licensors.

5. SUBSCRIPTION SERVICE. If you purchase Subscription Service from your reseller for the Software you have licensed hereunder by paying the fee therefor, you will be entitled to receive telephone support services from an Authorized SolidWorks Reseller. You will also receive one (1) annual upgrade of the Software per year. The term of this service runs for one (1) year from the first day of the second month following the date you ordered subscription service, e.g., if you order subscription service on June 10, the one year term starts August 1. It will not automatically renew from year to year. Software that is delivered as an upgrade to a previous version of the licensed Software must replace the previous version; no additional license is granted. You may install only such number of upgrades as equal the number of subscription service fees for which you have paid.

6. TERM. The license granted herein will continue until it is terminated in accordance with this Article 6. DS SolidWorks may terminate the license granted

herein immediately upon written notice to you (i) for justified cause, including without limitation, breach of any provision of Article 3 or 4 of this Agreement, (ii) if you breach any provision of this Agreement and fail to cure such breach within fifteen (15) days of notice thereof, or (iii) if the license was obtained as part of a software grant program, for not renewing subscription service after the grant period expires. Upon the termination of the license for any such reason, you will promptly return to DS SolidWorks or destroy all copies of the Software and Documentation covered by the license as instructed by DS SolidWorks, and return all hardware locking devices. The provisions of Articles 2, 3, 4, 6, 7, 8, 11, 12, 13, and 14 of this Agreement shall survive any termination of this Agreement.

7. RESPONSIBILITY FOR SELECTION AND USE OF SOFTWARE. You are responsible for the supervision, management and control of the use of the Software, and output of the Software, including, but not limited to (i) selection of the Software to achieve your intended results, (ii) determining the appropriate uses of the Software and the output of the Software in your instructional courseware, (iii) establishing adequate independent procedures for testing the accuracy of the Software and any output, (iv) preventing files created from the Software from being used for commercial purposes and/or from being distributed to commercial entities, and (v) establishing adequate backup to prevent the loss of data in the event of a Software malfunction. The Software is a tool that is intended to be used to educate and train students only. It is not to be a substitute for professional judgment or independent testing of physical prototypes for product stress, safety, and utility; you are solely responsible for any results obtained from using the Software.

8. LIMITED WARRANTY, EXCEPTIONS & DISCLAIMERS

a. **Limited Warranty.** DS SolidWorks warrants that the Software will be free of defects in materials and workmanship and will perform substantially in accordance with the Documentation for a period of ninety (90) days from the date of receipt by you. DS SolidWorks also warrants that any services it provides from time to time will be performed in a workmanlike manner in accordance with reasonable commercial practice. DS SolidWorks' entire liability and your sole remedy under this warranty shall be to use reasonable efforts to repair or replace the nonconforming media or Software or re-perform the service. If such effort fails, DS SolidWorks or DS SolidWorks' distributor or reseller shall (i) refund the price you paid for the Software upon return of the nonconforming Software and a copy of your receipt, or refund the price you paid for the service, as appropriate, or (ii) provide such other remedy as may be required by law. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days from the date of receipt by you, whichever is longer.

b. **Exceptions.** DS SolidWorks' limited warranty is void if breach of the warranty has resulted from (i) accident, corruption, misuse or neglect of the Software, (ii) acts or omissions by someone other than DS SolidWorks, (iii) combination of the Software with products, material or software not provided by DS SolidWorks or not intended for combination with the Software, or (iv) failure by you to

incorporate and use all updates to the Software available from DS SolidWorks. DS SolidWorks does not warrant that the Software or service will meet your requirements, that the operation of the Software will be uninterrupted or error-free, or that any Internet tool or service will be completely secure.

c. **Limitations on Warranties.** The express warranty set forth in this Article 8 is the only warranty given by DS SolidWorks with respect to the Software and Documentation furnished hereunder and any service supplied from time to time. To the maximum extent permitted by applicable law, neither DS SolidWorks nor any of its licensors, including, without limitation, Adobe, makes any other warranties, express, implied or arising by custom or trade usage, and DS SolidWorks and its licensors each specifically disclaims the warranties of merchantability, fitness for a particular purpose, and non-infringement. In no event may you bring any claim, action or proceeding arising out of a breach of the warranty set forth in this Article 8 more than one (1) year after the date on which such breach occurred.

d. **Limitations on Liability.** Except as required under local law, the liability of DS SolidWorks and/or its licensors, whether in contract, tort (including negligence) or otherwise, arising out of or in connection with the Software or Documentation furnished hereunder and any service supplied from time to time shall not exceed the license fee you paid for the Software or any fee you paid for the service. In no event shall DS SolidWorks and/or its licensors be liable for special, indirect, incidental, punitive or consequential damages (including without limitation damages resulting from loss of use, loss of data, loss of profits, loss of goodwill or loss of business) arising out of or in connection with the use of or inability to use the Software or Documentation furnished hereunder and any service supplied from time to time, even if DS SolidWorks and/or its licensors have been advised of the possibility of such damages. Notwithstanding the foregoing, in no event shall DS SolidWorks' liability be limited in the case of death or personal injury arising as a result of the negligence or willful misconduct of DS SolidWorks.

9. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and is provided to the U.S. Government (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-4 (JUN 1995). In the event that you receive a request from any agency of the U.S. government to provide Software with rights beyond those set forth above, you will notify DS SolidWorks of the scope of the request and DS SolidWorks will have five (5) business days to, in its sole discretion, accept or reject such request. Contractor/Manufacturer: DS SolidWorks Corporation, 175 Wyman Street, Waltham, Massachusetts 02451 USA.

10. SHUTDOWN FEATURE (not applicable to Solidworks Simulation). You acknowledge and agree that the Software contains an automatic shutdown feature (the "Shutdown Feature") that if activated will render the Software inoperable. The Shutdown Feature will automatically activate thirty (30) days after the Software is installed unless an access code that overrides the Shutdown Feature ("Registration Code") is entered. To obtain your Registration Code, you must register with DS SolidWorks, either by returning the Registration Card included with the Software or by electronically providing DS SolidWorks the information requested in the installation process. Upon receipt of the registration information, DS SolidWorks will issue you a Registration Code.

11. EXPORT RULES. You acknowledge that the Software and the Documentation may be subject to the export control laws of the United States or the United Kingdom and agree not to export, re-export, or transship the Software or the Documentation without the appropriate United States or foreign government licenses and the written approval of DS SolidWorks and its licensors. In addition, you represent and warrant that you and all students that will be using the Software are not a citizen of, or located within an embargoed or otherwise restricted nation (including without limitation Cuba, Iran, North Korea, Sudan, or Syria) and that you are not otherwise prohibited under the export control laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this agreement.

12. GENERAL PROVISIONS. This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the Commonwealth of Massachusetts without giving effect to any choice-of-law rules and without regard to the United Nations Convention on Contracts for the International Sale of Goods and will be deemed a contract under seal. The English-language version of this Agreement shall be the authorized text for all purposes, despite translations or interpretations of this Agreement into other languages. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision or portion shall be enforced to the maximum extent permissible and the remainder of this Agreement shall remain in full force and effect.

13. CANADIAN SALES. If you purchased this product in Canada, you agree to the following:

The parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, including Notices, have been and shall be written in the English language and that the English language versions of this Agreement and all other documents are the authorized language versions for all purposes.

Les parties aux présentes confirment leur volonté que cette convention, ainsi que tous les documents y compris tout avis qui s'y rattache, soient rédigés en langue

anglaise et que les versions en langue anglaise de cette convention et de tous les autres documents soient les versions autorisées à toutes fins.

14. ENTIRE AGREEMENT. You further agree that this Agreement is the complete and exclusive statement of your agreement with DS SolidWorks relating to the Software and subscription service and supersedes any other agreement, oral or written, or any other communications between you and DS SolidWorks relating to the Software and subscription service; provided, however, that this Agreement shall not supersede the terms of any signed agreement between you and DS SolidWorks relating to the Software and Subscription Service.

15. ADOBE TRADEMARK. Adobe is either a registered trademark or a trademark of Adobe Systems Incorporated in the United States and other countries.

16. MICROSOFT UPDATES. From time to time, DS SolidWorks may re-distribute Microsoft software components. You are eligible for such Microsoft components and warrant that you will install them only if you possess a validly licensed copy of the Microsoft products to which they relate.

17. WINDOWS DESKTOP SEARCH. PLEASE NOTE: Microsoft Corporation (or based on where you live, one of its affiliates) licenses this supplement to you. You may use a copy of this supplement with each valid licensed copy of Microsoft Windows software identified for use with it (the 'software'). You may not use it if you do not have a license for the software. The license terms for the Microsoft Windows software apply to your use of this supplement. Windows Desktop Search is covered by the MSN Privacy Statement (<http://privacy.msn.com>).