## Additional Terms and Conditions for SOLIDWORKS® Education Edition, SOLIDWORKS® Research Edition and SOLIDWORKS® Student Edition

- 1. **<u>Definitions</u>**. In these Additional Terms and Conditions, the following terms have the meanings given:
  - a) "Educational Purpose" means classroom or laboratory learning by Qualified Students or instruction or preparation of courses by Qualified Instructors. Educational Purposes may also include Capstone or other student projects if the work is nonproprietary, does not create or transfer Intellectual Property and the results will become part of the public domain. Educational Purposes do not include Research Purposes, Commercial Purposes or Curriculum Development.
  - b) "Research Purpose" means any work where SOLIDWORKS directly contributes to the problem statement, modeling, analysis, outcome or deliverables of a Research Project. Research Purposes do not include Commercial Purposes or Curriculum Development.
  - c) "Commercial Purpose" means professional consulting, hardware production for resale, job shop activities, services performed under a Technical Services Agreement, corporate or government internships, private tutoring or training of anyone other than Qualified Students.
  - d) "Curriculum Development" means creation or modification of instructional materials for resale using DS SolidWorks Software. Please refer to the <u>SOLIDWORKS Research</u> Associate Agreement for program details.
  - e) "Qualified Education Institution" means an accredited non-profit public or private educational institution, an accredited for-profit private/career school, an accredited home school program or an accredited, government-certified apprenticeship or government-certified workforce development program. Qualified Education Institutions do not include non-accredited schools, non-accredited training centers, non-accredited workforce development centers or non-accredited home school programs. Also not included are non-profit learning centers, museums, public libraries, outreach programs, Fab Labs, maker spaces, hacker spaces or hobby centers.
  - f) "Qualified Research Institution" means a college, university, research laboratory, teaching hospital, non-profit or consortium. Qualified Research Institutions do not include for-profit companies, for-profit research centers, technology incubators, accelerators, non-profit learning centers, museums, public libraries, outreach programs, Fab Labs, maker spaces, hacker spaces or hobby centers. In addition to the qualifications above, additional qualification criteria exist in certain regions:
    - I. North America: Qualified Research Institutions also include University Affiliated Research Centers (UARCs) and university-owned research laboratories. Qualified Research Institutions do not include non-profit corporations, Federally Funded Research and Development Centers



- (FFRDCs), non-academic non-profit research centers and non-academic or industrial consortia.
- II. EMEA: Qualified Research Institutions also include non-profit or government owned research centers and non-profit consortia.
- III. All other regions: Please contact your local SOLIDWORKS Education representative for specific additional qualification criteria.
- g) "Qualified Student" means a full-time, degree-, diploma- or certificate-seeking student at a Qualified Education Institution. Qualified Students must be enrolled in at least six (6) credit hours of courses and/or lab work to be considered full-time. Qualified Students do not include post-doctoral or professional researchers, corporate training program participants, or members of Fab Labs or hobby centers.
- h) "Qualified Instructor" means anyone teaching or preparing for one or more courses that require or allow use of DS SolidWorks Software as part of the curriculum at a Qualified Education Institution.
- "Qualified Researcher" means undergraduate students, graduate students, postgraduate students, professors, adjunct professors, faculty and staff of a Qualified Research Institution.
- j) "Research Project" means any work performed at a Qualified Research Institution that generates Intellectual Property or is not considered part of a classroom learning experience. Includes work performed under a contractual agreement between a Qualified Research Institution and an external entity, and any work performed with the intent to commercialize or resell products or ideas. Does not include work performed for Commercial Purposes.
- k) "Intellectual Property" means anything that creates commercial value, generates revenue of any kind or increases recognition of an individual or institution.
- 2. Grant and Scope of Education Edition Licenses. Dassault Systèmes SolidWorks Corporation ("DS SolidWorks") offers licenses of SOLIDWORKS Education Edition software (the "SWEE") to Qualified Education Institutions at prices that are significantly lower than the commercial version of SOLIDWORKS. Because of this, the SWEE contains use restrictions beyond those in the standard Software License and Subscription Service Agreement applicable to commercial licenses (the "EULA"). As a licensee of the SWEE, you must agree to the following in addition to the terms and conditions set forth in the EULA:
  - a) The SWEE shall be used only for Educational Purposes by Qualified Students and Qualified Instructors of Qualified Education Institutions.
  - b) The SWEE shall be installed only on computers owned or leased by a Qualified Student or Qualified Instructor of a Qualified Education Institution.
  - c) The SWEE shall be managed and maintained only by Qualified Students, Qualified Instructors or faculty or staff of a Qualified Institution.
  - d) The SWEE is provided as a single-use (stand-alone) or SOLIDWORKS Network License (SNL) installation. SNL installations are for use at single sites only. A single site is one location or campus of a Qualified Education Institution. Multi-site network licenses are also available please contact your reseller for details.





- e) Qualified Education Institutions shall advertise only those courses that require or allow use of the SWEE in a physical or digital course catalogue and may not advertise any such courses via any other printed or digital media.
- f) The SWEE contains on-screen and printing features (Watermarks) that identify files as having been created with the "SOLIDWORKS Education Edition." Files created by the SWEE may not be used for Commercial or Research Purposes. DS SolidWorks holds no liability or obligation to remove transmitted Watermarks from Research or Commercial files if deliberate or accidental interaction occurs.
- 3. Grant and Scope of SOLIDWORKS Research Edition Licenses. Dassault Systèmes SolidWorks Corporation ("DS SolidWorks") offers SOLIDWORKS Research Edition software (the "SWRE") to Qualified Research Institutions at prices that are significantly lower than the commercial version of SOLIDWORKS. Because of this, the SWRE contains use restrictions beyond those in the standard Software License and Subscription Service Agreement applicable to commercial licenses (the "EULA"). As a licensee of the SWRE, you must agree to the following in addition to the terms and conditions set forth in the EULA:
- a) The SWRE shall be used only for Research or Education Purposes by Qualified Researchers at Qualified Research Institutions. The SWRE shall not be used for Commercial Purposes or Curriculum Development.
- b) The SWRE shall be installed only on computers owned or leased by a Qualified Researcher or Qualified Research Institution.
- The SWRE shall be managed and maintained only by Qualified Researchers or faculty or staff of a Qualified Research Institution.
- d) The SWRE is provided as a single-use (stand-alone) or SOLIDWORKS Network License (SNL) installation. SNL installations are for use at single sites only. A single site is one location or campus of a Qualified Research Institution. Multi-site network licenses are also available please contact your reseller for details.
- 4. Grant and Scope of Student Edition Licenses. Dassault Systèmes SolidWorks Corporation ("DS SolidWorks") offers licenses of SOLIDWORKS Student Edition software (the "SWSE") to Qualified Students at prices that are significantly lower than the commercial version of SOLIDWORKS. Because of this, the SWSE contains use restrictions beyond those in the standard Software License and Subscription Service Agreement applicable to commercial licenses (the "EULA"). As a licensee of the SWSE, you must agree to the following in addition to the terms and conditions set forth in the EULA:
- a) The SWSE shall be used only for Educational Purposes by Qualified Students and Qualified Instructors of Qualified Education Institutions. It shall not be used for Research or Commercial Purposes.
- b) The SWSE shall be installed only on personal computers owned or leased by a Qualified Student or Qualified Instructor of a Qualified Education Institution.
- c) The SWSE is provided as a single-use (stand-alone) license only, and is non-transferrable. The SWSE uses a soft-lock mechanism to limit installation to one computer only.





- d) The SWSE may not be resold by any non-authorized companies or individuals.
- e) The SWSE expires after the number of months specified on the package, i.e., 12 months; does not include Subscription Service; and is not upgradeable.
- f) The SWSE contains on-screen and printing features (Watermarks) that identify files as having been created with the "SOLIDWORKS Student Edition." Files created by the SWSE may not be used for Commercial or Research Purposes. DS SolidWorks holds no liability or obligation to remove transmitted Watermarks from Research or Commercial files if deliberate or accidental interaction occurs.

For the complete SOLIDWORKS EULA please click <u>here</u>.



