



LICENSED PROGRAMS TERMS FOR ALL PLM LICENSED PROGRAMS IN 3DEXPERIENCE R2014x

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

These Licensed Programs Terms (“LPT”) and the terms incorporated herein by reference (including terms referenced on a website), are an integral part of the license agreement between DS and Licensee (“Agreement”), which refers to this LPT. In the event of a discrepancy, inconsistency or contradiction between this LPT and the other terms of the Agreement, the provisions of this LPT shall prevail, but only with respect to the [Licensed Programs](#) to which this LPT applies. Licensee acknowledges that it has full knowledge of all these terms and those incorporated herein by reference.

AVAILABLE PRICING STRUCTURES

Licenses and [Support Services](#) on the Licensed Programs to which this LPT applies may be ordered according to one of the following pricing structures, as specified in the [Product Portfolio](#), available at www.3ds.com/terms/product-portfolio:

- [PLC/ALC](#), or
- [TBL/ALC](#), or
- [YLC](#)

Other pricing structures may be made available on a case by case basis.

LICENSING SCHEMES & GEOGRAPHIC SCOPE

The licenses on the Licensed Programs to which this LPT applies are granted pursuant to the Agreement, and according to one the following licensing schemes (specifying the authorized use and end-users), as specified in the Product Portfolio, the terms of which are incorporated herein by reference:

- [Concurrent Based](#) (floating)
- [Named User Based](#)
- [Token Based](#)
- [System License](#)

Licenses for the Licensed Programs to which this LPT 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.

Number of Simulation Tokens: For Token Based Licensed Programs for simulation, the number of required tokens (called “Simulation Tokens”) is determined by the type of computation or workflow being performed and the number of cores used in running the computation or workflow. The number of Simulation Tokens may be changed for new or renewed licenses and with modifications of the Licensed Program. Licensee will receive a license key for each License Server which will permit access to the Licensed Programs. License keys include the agreed number and type of tokens for the Licensed Programs. The Licensed Programs, Simulation Tokens and applicable fees are specified in the Quote.

Licensee shall promptly provide Dassault Systèmes with usage reports when requested.

OTHER PERMITTED USES

USE FOR CERTAIN SERVICES. Except for [Development Tool Kits](#), Licensee is authorized to use such Licensed Programs 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 Programs. In any event, Licensee may not (A) 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, in a data services operation or as an applications service provider, or (B) install and/or operate the Licensed Programs 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 DS. 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 Programs 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 Programs remotely on computers operated by third parties, provided that only duly authorized Users, and/or Extended Enterprise Users if applicable, shall have access to the Licensed Programs. Licensee may appoint a third party, such as an outsourcer, to operate the hardware on which the Licensed Programs are 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 Programs 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 Programs, Licensee shall immediately terminate the third party's access to and use of the Licensed Programs. 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 Programs.

LICENSEE'S RESPONSIBILITY. In addition to all terms and conditions of the Agreement and all other provisions of this LPT, Licensee agrees that it is responsible for ensuring that any use of the Licensed Programs by all Users, Named Users and/or Extended Enterprise Users if applicable, shall at all times be in compliance with the terms and conditions of the Agreement. Any breach of the terms of this Agreement by Extended Enterprise Users if applicable shall also be deemed a breach by Licensee.

SECURITY MECHANISMS

DS 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. DS 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 DS is prohibited.

Trademarks

Company, products and services names may be trademarks or service marks of related companies.

3DEXPERIENCE, **CATIA**, **ENOVIA**, **DELMIA**, **SIMULIA**, **EXALEAD**, **3D VIA**, **3DSwYm**, **SOLIDWORKS** and the Dassault Systèmes logo are trademarks or registered trademarks of Dassault Systèmes or its subsidiaries in the US and/or in other countries.

