

DASSAULT SYSTEMES

LICENSED PROGRAMS TERMS (LPT) FOR

3DEXPERIENCE R2017x

Terms that are initially capitalized are defined in the Glossary - Release 2, 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.

1. PRICING STRUCTURES

Licenses and [Support Services](#) for the Licensed Programs to which this LPT applies are granted according to one of the following pricing structures mentioned in the related [Quote](#), as specified in the [Product Portfolio](#) if available.

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

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

2. LICENSING SCHEMES AND GEOGRAPHIC SCOPE

2.1. GENERAL RULES

The licenses for the Licensed Programs to which this LPT 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:

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

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.

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.

2.2. SPECIFIC PROVISIONS FOR CERTAIN LICENSED PROGRAMS

Analytics Engine (6MP-EUS), any Licensed Programs whose name contains "Connector For Indexing":

Each of these Licensed Programs is eligible for production purpose on one or several Machines within the limited number of related ordered tokens. Upon request, Licensee can be granted two hundred percent (200 %) additional tokens to be able to use these Licensed Programs for non-production purpose on dedicated Machines.

Therapeutics Index (6MP-B01), Issue Index (6MP-ILK):

Each of these Licensed Programs is eligible for production purpose on one or several Machines within the limited overall indexing capacity of such related Licensed Programs, as specified in the Documentation. Upon request, Licensee can be granted two hundred percent (200 %) additional indexing capacity of such Licensed Programs to be able to use these Licensed Programs for non-production purpose on dedicated Machines.

Behavior (Modelica) libraries:

As an exception to the Agreement, for Licensed Programs which give access to behavior (Modelica) libraries as defined in the Documentation, as long as the corresponding license for the Licensed Programs is valid, DS grants Licensee a non-exclusive, non-transferable license to prepare [Derivative Works](#) of the [Value Added Technology](#) only. Licensee may distribute such Derivative Works of the Value Added Technology to third parties exclusively in [Object Code](#) form. In addition, Licensee is granted the right to modify, copy, and distribute those parts of the Value Added Technology expressly marked as "sample code," if applicable. However, Licensee shall not use, and shall not permit any third party to use, any form or part of the Value Added Technology (including without limitation, such as included in a [Source Code Output File](#), a [Binary Output File](#) and/or [Obfuscated Source Code](#)) to develop a software program competing or intended to compete directly or indirectly with the Licensed Programs to which this LPT applies, for whatever purpose.

For the avoidance of doubt and without prejudice to the Agreement, distribution of any element of the Value Added Technology in whatever form (whether "as is" or included in a Derivative Work, [Licensee Model](#), [Licensee Application](#) or Binary Output File, and/or "sample code"), as authorized pursuant hereto remains subject to the export and re-export laws and regulations provisions of the Agreement.

In addition, Licensee shall indemnify, defend, and hold harmless DS against any claim, expense, cost (including reasonable attorneys' fees), judgment, damage, or loss of any kind arising out of or in any way relating to, such distribution and/or any third party's access to or use of such Value Added Technology in whatever form.

Notwithstanding any term or condition of the Agreement, DS shall have no obligation whatsoever to defend, hold harmless or indemnify Licensee against any claim arising out of or in any way relating to the distribution or redistribution, directly or indirectly, including as part of any services, of the Value Added Technology in whatever form (including, without limitation, such as included in a Licensee Model, a Binary Output File or a Licensee Application).

Additional terms applicable to Source Code Generation Option

As long as the [Source Code Generation Option](#) license is valid, DS grants Licensee a non-exclusive, non-transferable license to use, reproduce and modify (solely for the purpose of improving, adapting to Licensee's needs and bug fixing of Source Code Output File) the Value Added Technology strictly as integrated in the Source Code Output File in order to enable Users (and/or Extended Enterprise Users as applicable) to operate the Output File exclusively for Licensee's internal use. In addition, and as long as the license on the Source Code Generation Option is valid, DS grants Licensee a non-exclusive, non-transferable license to distribute on a worldwide basis to any third parties the Value Added Technology in order to enable such third parties to operate the Source Code Output File exclusively for such third parties' internal use.

Additional terms applicable to Binary Model Export Option

As long as the [Binary Model Export Option](#) license is valid, DS grants Licensee a non-exclusive, non-transferable license to use and reproduce the Value Added Technology strictly as integrated in the Binary Output File in order to enable Users (and/or Extended Enterprise Users as applicable) to operate the Binary Output File exclusively for Licensee's internal use. DS grants Licensee a non-exclusive, non-transferable, license to distribute on a worldwide basis to any third parties the Value Added Technology exclusively as integrated in the Binary Output File in order to enable such third parties to operate the Binary Output File exclusively for such third parties' internal use.

Additional terms applicable to Real Time Simulation Option

As long as the [Real Time Simulation Option](#) license is valid, DS grants Licensee a non-exclusive, non-transferable license to use, reproduce and modify (solely for the purpose of improving, adapting to Licensee's needs and bug fixing of the Obfuscated Source Code) the Value Added Technology strictly as integrated in the Obfuscated Source Code in order to enable Users (and/or Extended Enterprise Users as applicable) to operate the Obfuscated Source Code exclusively for Licensee's internal use. In addition, and as long as the license on the Real Time Simulation Option is valid, DS grants Licensee a non-exclusive, non-transferable license to distribute on a worldwide basis to any third parties the Value Added Technology integrated in the Obfuscated Source Code exclusively as embedded in a Licensee Application for such third parties' internal use.

CATIA - 3DEXPERIENCE Design/Engineering business category:

For the Function Driven Generative Designer (6CP-GDE) Licensed Program which comprise client applications (graphical user interface) and compute capabilities, client applications and compute capabilities shall not be operated simultaneously by more than one (1) authorized User and/or Extended Enterprise User, as applicable.

SIMULIA - 3DEXPERIENCE Simulation business category:

Embedded Compute capability

For Licensed Programs which comprise client applications (graphical user interface) and compute capabilities, client applications and compute capabilities shall not be operated simultaneously by more than one (1) authorized User and/or Extended Enterprise User, as applicable.

Token Based for SIMULIA - 3DEXPERIENCE Simulation business category

Token Based Licensed Programs from 3DEXPERIENCE Simulation business category may be accessed and executed by Users whose usual workplace is limited to one Licensee facility (location) where the Licensed Programs are deployed.

Token Based Licensed Programs from the 3DEXPERIENCE Simulation business category, as specified in the Product Portfolio, provide a right to a maximum number of independent or concurrent simulation jobs. Simulation jobs include solver execution and may include other operations as specified in the Documentation ("Simulation Jobs"). The maximum number of Simulation Jobs at any time is determined by: i) the number of tokens included in the granted Licensed Programs and ii) the number of tokens required for each Simulation Job as specified in the Product Portfolio.

Licensee shall promptly provide DS with usage reports when requested.

SIMULIA - 3DEXPERIENCE Anatomical business category

Living Heart Human Model (6CB-SHH):

Each ordered Licensed Program grants a right to use the available content (FEA model & related intellectual property delivered with the Licensed Program) within one (1) simultaneous Simulation Job. If Licensee has been granted several Licensed Programs, the right to use the included content in a Simulation Job can be pooled to enable individual users to execute more than one simultaneous Simulation Job. The total number of simultaneous Simulation Jobs using the available content shall not exceed the total number of Living Heart Human Model (6CB-SHH) Licensed Programs ordered by Licensee.

3. OTHER PERMITTED USES FOR LICENSED PROGRAMS

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 end 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, in 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, 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.

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 Users to conduct business with Licensee, provided that use of the Licensed Programs by any such Extended Enterprise User shall be limited to use (i) solely as configured and deployed by Licensee and (ii) 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 there under, 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 DS 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, 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.

SIMULIA - 3DEXPERIENCE Simulation – Anatomical business category:

LICENSE AND USE RIGHTS: Notwithstanding anything to the contrary in the Article “Grant” of the Agreement, DS grants Licensee, from the [Effective Date of the License](#), a non-exclusive and non-transferable (except as expressly permitted in the Agreement) right, for the duration identified in the Quote and solely for its internal business use, to (i) modify the databases provided within the Anatomical Licensed Programs and (ii) copy the Anatomical Licensed Programs.

Unless DS provides express written consent otherwise, Licensee (i) is only permitted to make modifications to databases provided within the Anatomical Licensed Program from within the graphical user interface of another Licensed Program which is necessary to run the Anatomical Licensed Program, or with a dedicated, stand-alone, text editor (for example Microsoft Word or Emacs) and (ii) shall use simulation results obtained from the Anatomical Licensed Program solely in combination with any other Licensed Programs, excluding any other software and open source, that is capable of creating a numerical or finite element based model, and (iii) shall not translate the Anatomical Licensed Programs into any other proprietary or commercial numerical or finite element based modeling or solution format. Licensee is expressly prohibited from distributing any text file, or any portion thereof, which is necessary to run the Anatomical Licensed Program.

OWNERSHIP: Licensee shall retain title to all modifications made to the databases included within the Anatomical Licensed Program. Modifications may include, without limitation, the insertion by Licensee of medical devices or additional or alternative material definitions into the Anatomical Licensed Program. Licensee agrees that DS may create derivatives works or enhance the Anatomical Licensed Program which may contain similar or identical modifications to those made to the Anatomical Licensed Program by Licensee. In such a case, DS shall retain title to its own modifications or creations and Licensee will not bring any claim against DS or any DS Group Company related to such derivative work or enhancement.

WARRANTY: DS does not warrant that the Anatomical Licensed Program will materially conform to its Documentation if Licensee modifies the Anatomical Licensed Program in any way.

4. SECURITY MECHANISMS

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5. ADDITIONAL DEFINITIONS

The following definitions supplement those of the Glossary - Release 2, available at www.3ds.com/terms/glossary.

Casual Named User Based means, when mentioned in a Quote and with respect to a given Licensed Program to which this LPT applies, that the use of such Licensed Program by a Named User shall not exceed forty (40) hours per calendar month unless otherwise stated in the Quote and/or the Product Portfolio if available.

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).

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

Token Based. Use of a Licensed Program granted in Token Based mode provides a right to use a determined number of tokens for the duration of the license. Tokens are reserved for one use at a time and when released, are available for other uses. The quantity of tokens required for a given use of the Licensed Program is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such Licensed Program. Pool of tokens of same type can be accessed and used simultaneously by one or several authorized Users and/or Extended Enterprise Users and/or Machines, as applicable within the limit of the number of available tokens.

Tokens of given type(s) may be required to enable use of other Licensed Program.

6. TRADEMARKS

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