

# DASSAULT SYSTEMES

## LICENSED PROGRAMS TERMS (LPT) FOR

### 3DEXPERIENCE R2026x

Terms that are initially capitalized are defined in the Glossary - Release 6, available at <https://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.

Notwithstanding anything to the contrary in this LPT, in case of orders made to VARs, VARs are free to set their own applicable Licensee price and price increase, as applicable.

## 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 \(or floating\) Based](#)
- [Credit 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.

Images, videos, and texts presenting Licensed Programs' functionalities and included as marketing materials in the Licensed Programs are not contractually binding. Licensee shall only refer to the Documentation with respect to the Licensed Programs' functionalities.

## **2.2 SPECIFIC PROVISIONS FOR CERTAIN LICENSED PROGRAMS**

### **Business Analytics Server (6MP-EUS) Licensed Program**

This Licensed Program 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 this Licensed Program for non-production purpose on dedicated Machines.

### **Any Licensed Programs which name ends with "Index"**

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.

### **REDUCE Cluster Capacity for 2 500 000 parts (6MP-X1B), REDUCE Cluster Capacity for 500 000 parts (6MP-X1M), REDUCE Cluster Capacity for 100 000 parts (6MP-X1S) and REDUCE Cluster Capacity for 10 000 parts (6MP-X1I) Licensed Programs**

Each of these Licensed Programs is eligible for production purpose for one (1) index on one (1) Machine within the limited overall clustering capacity of such related Licensed Programs, as specified in the name of such related Licensed Programs and/or Documentation. Upon request, Licensee can be granted one hundred percent (100 %) additional clustering 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 and defend 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 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.

### **3DEXPERIENCE for Education business category**

#### **Licensed Programs usage data collection**

For *SimUnit token for Education (6TP-SRU-EDU)* Licensed Program, to meet financial and tax obligations, DS Group Companies employ measures to collect Licensed Programs usage data. Licensed Programs may include a technical mechanism that can monitor the use of Licensed Programs and that is able to collect and transmit data about such usage data only. Usage data collected by such mechanism will not include any data created by Licensee with any Licensed Programs. For such purpose, Licensee consents to such collection of data, as well as its transmission, copy, storage and use by DS, (and consents to have such Licensed Programs usage data collected transmitted, copied, stored and used by DS Group Companies and DS' subcontractors) and to the extent reasonably necessary, to provide, maintain and improve the Licensed Programs.

Licensee may disable such technical mechanism and shall in return send records of its Licensed Program usage data, every two (2) weeks to DS.

### **CATIA - 3DEXPERIENCE Design/Engineering business category**

#### **Embedded compute capability**

For each Concurrent (or Floating) Based Licensed Program listed below in Table 01, which comprises 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.

**Table 01**

<b>Licensed Program Name</b>	<b>Product Number</b>
<i>Function Driven Generative Designer</i>	6CP-GDE
<i>Flow Driven Generative Designer</i>	6CP-GDF
<i>Structural Generative Designer</i>	6CP-SGD
<i>Composites Engineer for Transportation &amp; Mobility</i>	6CP-COEFT
<i>Composite Structures Engineer for Marine and Offshore</i>	6CP-CSEMO
<i>Design Automation Engineer</i>	6CP-TED
<i>Motion Designer</i>	6CP-MKM
<i>Stamping Die Engineer</i>	6CP-STDEI

#### **Distributed live rendering**

For each *Distributed Live Rendering Token Pack (6TB-DIR-M)* Token Based Licensed Program, Licensee is delivered twenty-five (25) tokens. Each token enables the distribution of rendering jobs on one (1) node. A node has to be understood as one (1) computing machine where one (1) operating system is running, in which one (1) distributed Stellar rendering client software is installed to execute central processing unit (CPU) based rendering, unless defined differently in the Documentation.

#### **Company apps execution**

Each *Company Apps Execution Token Pack (Small) (6TB-KAT-S)* Token Based Licensed Program enables one (1) background execution of company apps at a time, unless defined differently in the Documentation.

#### **Generative functional tolerancing**

For each *Generative Functional Tolerancing Credit Pack (6TB-GFC-M)* Credit Based Licensed Program, Licensee is delivered five hundred and four (504) credits, unless defined differently in the Documentation. Consumption rules of credits are specified in the Documentation.

#### **Multidiscipline automated drafting**

For each *Multidiscipline Automated Drafter (6NB-FAP)* or *Multidiscipline Automated Drafter (Concurrent) (6CB-FAP-C)*, Users (and Extended Enterprise Users, as applicable) are granted the right to generate eight hundred (800) views, unless defined differently in the Documentation. A view has to be understood as view that can be generated in a drawing sheet.

The number of views is specified on a yearly basis. For terms of one (1) year or less, all views are issued at the beginning of the term and unused views expire at the end of the term. For terms longer than one (1) year, views are issued per year and unused views expire at the end of the given year period; for any incomplete year period, the number of issued views is pro-rated and unused views expire at the end of the given incomplete year period.

Moreover, to be able to generate more views, Licensee must order *Multidiscipline Drafter Credit Pack (6TB-ACP-S)* Credit Based Licensed Program. For each *Multidiscipline Drafter Credit Pack (6TB-ACP-S)* Credit Based Licensed Program, Users (and Extended Enterprise Users, as applicable) are granted the right to generate four thousand (4,000) views, unless defined differently in the Documentation.

#### **Systems Simulation**

For each *Systems Simulation Analyst (6NB-SIC)* Licensed Program, Users (and Extended Enterprise Users, as applicable) are granted the right to execute up to five hundred (500) systems simulations, depending on server resources consumption, as defined in the Documentation. A systems simulation has to be understood as a single computation, which is based on the parameters that Users define in the model of the system. The computation involves compilation, simulation execution and simulation results.

The number of systems simulations is specified on a yearly basis. For terms of one (1) year or less, all systems simulations are issued at the beginning of the term and unused systems simulations expire at the end of the term. For terms longer than one (1) year, systems simulations are issued per year and unused systems simulations expire at the end of the given year period; for any incomplete year period, the number of issued systems simulations is pro-rated and unused systems simulations expire at the end of the given incomplete year period.

Moreover, to be able to execute more systems simulations, Licensee must order *Systems Unit Credit Pack (Small) (6TP-SYU-S)* Credit Based Licensed Programs. Consumption rules are specified in the Documentation.

## **DELMIA - 3DEXPERIENCE Manufacturing/Production business category**

### **Operations experience projects**

For operations experience projects, Licensee shall order the required number of *Operations Experience COGS (100M Euro) (6MP-OEV)* Licensed Programs to address the size of the business to be covered for these projects.

Moreover, to be able to use *Operations Experience Manager (6NP-RFE)* Licensed Programs, at least one (1) *Operations Experience COGS (100M Euro) (6MP-OEV)* Licensed Program is required.

### **Multidiscipline automated drafting for outfitting or structure fabrication**

For each *Outfitting Fabrication Engineer for Marine (6NB-POFEM)* or *Structure Fabrication Engineer for Marine (6NB-PSFEM)* Licensed Program, Users (and Extended Enterprise Users, as applicable) are granted the right to generate eight hundred (800) views, unless defined differently in the Documentation. A view has to be understood as a view that can be generated in a drawing sheet.

The number of views is specified on a yearly basis. For terms of one (1) year or less, all views are issued at the beginning of the term and unused views expire at the end of the term. For terms longer than one (1) year, views are issued per year and unused views expire at the end of the given year period; for any incomplete year period, the number of issued views is pro-rated and unused views expire at the end of the given incomplete year period.

Moreover, to be able to generate more views, Licensee must order the *Multidiscipline Drafter Credit Pack (6TB-ACP-S)* Credit Based Licensed Program. For each *Multidiscipline Drafter Credit Pack (6TB-ACP-S)* Credit Based Licensed Program, Users (and Extended Enterprise Users, as applicable) are granted the right to generate four thousand (4,000) views, unless defined differently in the Documentation.

## **ENOVIA - 3DEXPERIENCE Open business category**

The *Content Replication (6MP-XRS)* Licensed Programs are authorized for use on Machines which are not necessarily located on Licensee's Premises and/or Licensee's country, being stated that one (1) *Content Replication (6MP-XRS)* Licensed Program is required per Machine physical location.

## **GEOVIA - 3DEXPERIENCE Virtual Planet business category**

The Licensed Programs listed below in Table 02 are granted for use only on a project to be described in the Agreement regarding scope for which the referential is built and used, including in particular its geographical boundaries.

**Table 02**

<b>Licensed Program Name</b>	<b>Product Number</b>
<i>Geospatial Index</i>	<i>6MB-C4X</i>
<i>Geospatial Small Index</i>	<i>6MB-C4X-S</i>
<i>Geospatial Data Manager</i>	<i>6NP-CRMIC</i>
<i>Geospatial Designer</i>	<i>6NP-CCNIC</i>
<i>Geospatial Viewer</i>	<i>6NP-CTVIC</i>

## **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 Licensed Programs**

Token Based Licensed Programs from the **3DEXPERIENCE Simulation business category** may be accessed and executed by Users whose usual workplace is limited to one (1) 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 or in the Documentation, 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.

### **Credit Based Licensed Programs**

Credit Based Licensed Programs from the **3DEXPERIENCE Simulation business category**, as specified in the Product Portfolio or in the Documentation, provide a right to a maximum number of Simulation Jobs and/or access to additional services to execute those simulations over the term of the Licensed Program. The number of credits required to execute a Simulation Job and, if applicable, correlative additional services, is determined in the Product Portfolio.

### **Licensed Programs usage data collection**

For any of the *SimUnit token (6TP-SRU)*, *Special Purpose SimUnit token (6TP-XRU)*, *SimUnit 1K credits (6TP-SUN-1K)* or *Special Purpose SimUnit 1K credits (6TP-XUN-1K)* Licensed Programs:

To meet financial and tax obligations, [DS Group Companies](#) employ measures to collect Licensed Programs usage data. Licensed Programs may include a technical mechanism that can monitor the use of Licensed Programs and that is able to collect and transmit data about such usage data only. Usage data collected by such mechanism will not include any data created by Licensee with any Licensed Programs. For such purpose, Licensee consents to such collection of data, as well as its transmission, copy, storage and use by DS, (and consents to have such Licensed Programs usage data collected transmitted, copied, stored and used by DS Group Companies and DS' subcontractors) and to the extent reasonably necessary, to provide, maintain and improve the Licensed Programs.

Licensee may disable such technical mechanism and shall in return send records of its Licensed Programs' usage data, every two (2) weeks to DS.



## **SIMULIA - 3DEXPERIENCE Anatomical business category**

### **Living Heart Human Model (6CB-SHH) Licensed Program**

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 (1) 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 and defend 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.

### **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.

### **USE OF EARLY ACCESS FEATURES**

DS in its sole discretion may provide, at no additional cost, the ability for Licensee to use certain features made available as part of Licensed Programs for early access purposes (the "Features"). Such Features are clearly identified, displaying terminology such as "beta", "early delivery", etc. on the user interface or in the Documentation, and may be used solely with the applicable Licensed Program.

In electing to use Features, Licensee expressly acknowledges and accepts that:

1. use of the Features as set forth herein is at Licensee's own discretion and risk; and
2. as is always the case but of particular importance here given the early access nature of these Features, Licensee should ensure prior validation of any output created using the Features before use in production and especially in business-critical systems; any decision by Licensee to use them in such contexts must be made with due care and consideration of the potential consequences.

**THE FEATURES ARE MADE AVAILABLE ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND/OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES, CONDITIONS, UNDERTAKINGS, AND TERMS ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

In no event shall DS or its licensors be liable for direct or indirect, consequential, special, incidental or punitive damages, including without limitation loss of use, data, profit, revenue, or goodwill, whether based in contract, negligence, or otherwise, arising out of, resulting from or in any way relating to Licensee's use of the Features. In particular, the warranty, indemnification and Support Services provided by DS under the Agreement shall not apply to the Features.

DS in its sole discretion may elect at any time to discontinue the Features in whole or in part, modify the scope, functionality, format and output of any Features, and limit their use, all without liability. No express or implied commitment is made regarding the potential future availability of any Features.

In future delivery of the Licensed Programs, DS in its sole discretion may elect to make the Features, in whole or in part, available in Licensed Programs or in other Licensed Programs, to adapt their price and to restrict their use to specific countries, licensing schemes and/or other scope. Licensee acknowledges that the Features may leverage AI-based Functionality, as described in section 4. Licensee shall (i) inform authorized Users (and Extended Enterprise Users, as applicable) that the Features may include AI-based Functionality and (ii) train authorized Users (and Extended Enterprise Users, as applicable) to ensure compliance with applicable laws and regulations as well as with the Agreement when using AI-based Functionality.

## **SIMULIA - 3DEXPERIENCE Simulation – Anatomical business category**

### **Living Heart Human Model (6CB-SHH) Licensed Program**

#### **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 derivative 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.

#### **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 and defend 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.

## **4. ADDITIONAL TERMS FOR AI-BASED FUNCTIONALITY**

Additional terms relating to the use of AI-based Functionality are defined hereafter:

### **4.1 ACCEPTABLE USE**

Licensee shall use AI-based Functionality in accordance with its Intended Purpose and the conditions described in the Documentation, in a responsible, safe and secure manner, and in accordance with applicable laws and regulations.

Notwithstanding the acceptable use described above, Licensee shall not use AI-based Functionality and its AI Outputs in a manner that is considered as prohibited or high-risk under applicable laws and regulations and/or for non-appropriate purposes, including but not limited to:

- Promote or facilitate illegal activities or unlawful or fraudulent actions;
- Attempt unauthorized access to a system, property, or information;
- Generate illicit content or content that contains or promotes illicit or non-appropriate content;
- Distribute malware or spam;
- Contravene regulatory policies, administrative rules and/or guidelines;
- Track people without consent;
- Falsely impersonate an individual; or
- Mine cryptocurrency.

**VIOLATION OF THIS SECTION 4.1 WILL BE CONSIDERED AS A MATERIAL BREACH OF THE AGREEMENT.**

## 4.2 AI OUTPUT

Licensee's ownership of AI Output is subject to DS and/or third parties pre-existing rights which may be embedded or included in such AI Output.

Licensee acknowledges and agrees that (i) the AI Output may not qualify for intellectual property protection; (ii) different DS' Licensees may produce same or similar AI Outputs when using the AI-based Functionality, and (iii) Licensee's rights to the AI Output may not be enforceable against other users of AI-based Functionality.

Notwithstanding any recommendation contained within the AI Output, reliance on the AI Output is at the sole discretion of Licensee. Licensee shall assess the AI Output and perform human oversight before using or relying on the AI Output for any purpose.

Licensee acknowledges that AI-based Functionality consists of emerging technologies and, given the nature of such technologies, its use may result in an incorrect, biased, unfair, or inaccurate AI Output.

Licensee shall (i) inform authorized Users (and Extended Enterprise Users, as applicable) that AI-based Functionality may be made available as part of Licensed Programs and (ii) train authorized Users (and Extended Enterprise Users, as applicable) to ensure compliance with applicable laws and regulations, as well as with the Agreement when using AI-based Functionality.

## 4.3 CHANGE OF TERMS

Licensee acknowledges that (i) the legal framework applicable to and (ii) the interpretation of competent courts and authorities regarding the use of AI-based Functionality is evolving. If a change in law or the interpretation of a competent court or authority results in (i) DS' inability to offer AI-based Functionality or (ii) Licensee's inability to use AI-based Functionality in a legally compliant manner, DS may reduce the scope of use of AI-based Functionality, or remove AI-based Functionality from the available Licensed Programs.

AI-based Functionality may include AI models, systems, technologies or features licensed from third parties that require DS to pass through third-party terms. Licensee shall comply with such third-party terms as made available by DS in this LPT, within the Documentation or otherwise.

## 5. 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.

## 6. ADDITIONAL DEFINITIONS

The following definition supersedes those of the Glossary - Release 6, available at <https://www.3ds.com/terms/glossary>.

**Development Tool Kit** means a Licensed Program specifically designed for application or content development. A Development Tool Kit is either identified (i) with "CAA" or "ENOVIA Studio" or "Toolkit" or "Development Toolkit" in the Licensed Program name, or (ii) in the Quote and/or the Product Portfolio or (iii) in the Program Directory (PDir) 3DEXPERIENCE Platform Administration section.

The following definitions supplement those of the Glossary - Release 6, available at <https://www.3ds.com/terms/glossary>.

**AI-based Functionality** consists of features delivered through Licensed Programs leveraging artificial intelligence ("AI") models, systems or technologies.

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