

# DASSAULT SYSTEMES

## LICENSED PROGRAMS TERMS (LPT) FOR

### DYMOLA® Release 2018 FD01

Terms that are initially capitalized are defined in the Glossary - Release 2, available at [www.3ds.com/terms/glossary](http://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](#)
- [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:

- [Concurrent \(floating\) Based](#)
- [Machine Based](#) (node-lock)

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:

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#### 5. ADDITIONAL DEFINITIONS

The following definition supplements those of the Glossary - Release 2, available at [www.3ds.com/terms/glossary](http://www.3ds.com/terms/glossary).

**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](http://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 (1) 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 Programs.

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