

# DASSAULT SYSTEMES

## LICENSED PROGRAMS TERMS (LPT) FOR

### Reqtify, ControlBuild and AUTOSAR Builder Release 2019 FD01

Terms that are initially capitalized are defined in the Glossary - Release 3, 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.

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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 \(or floating\) Based](#)
- [Machine \(or node-lock\) Based](#)
- [Named User Based](#)
- [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.

Concurrent (floating) Based and Token Based licenses may be licensed for either a Single Site or Multi-Site usage. Subject inter alia to the export and re-export laws and regulations provisions of the Agreement and applicable provisions governing the above licensing structures.

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For Licensed Programs which product description contains the words "Multi-Site", Licensee is authorized to install and use the Licensed Program on Machines located in several Licensee's facilities in the same geographic region only (i.e. AMERICAS or ASIA PACIFIC or EMEAR).

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**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.

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## 5. ADDITIONAL DEFINITIONS

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

**Licensee's Site** means the specific physical address of Licensee's own facility identified in the Quote and/or Ordering Document that may consist of one or more buildings within a radius of one kilometer of where the Licensed Program is first installed and put in to use.

**Multi-Site License** means, that Licensee is authorized to install and use the Licensed Program to which this LPT applies on Machines located in several Licensee's facilities in the same geographic region only (i.e. AMERICAS or ASIA PACIFIC or EMEAR).

**Single Site License** means that Licensee is authorized to install and use the Licensed Program to which this LPT applies only on Machines within Licensee's Site as identified in the Quote and/or Ordering Document and in the country for which the license is ordered.

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