



LICENSED PROGRAMS TERMS FOR Reqtify® 2011-1

Terms that are initially capitalized are defined in the Glossary - Release 1, available at <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 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 applies may be ordered according to one of the following pricing structures:

- PLC/ALC
- YLC

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

LICENSE & GEOGRAPHIC SCOPE

The licenses on the Licensed Programs to which this LPT applies are granted pursuant to the Agreement, and according to one of the following licensing structures (specifying the authorized use and users, subject to the maximum quantities set forth in the Ordering Document as specified in the Product Portfolio, the terms of which are incorporated herein by reference or, if not so designated in the Product Portfolio, in the Ordering Document).

- Concurrent Based (floating)

Concurrent Based licensing may be licensed for Single Site or Multi-Site usage. Subject *inter alia* to the Export and Re-export laws and regulations provision of the Agreement and applicable provisions governing the above licensing structures:

- **A Single Site License** authorizes the Licensee to install and use the Licensed Program to which this LPT applies only on Machines within Licensee's Site and in the country for which the license is ordered. The term Licensee's Site means the specific physical address of Licensee's own facility that may consist of one or more buildings within a radius of one kilometer of where the Licensed Program is first installed and put into use.
- **A Multi Site License** authorizes the Licensee to install and use the Licensed Program to which this LPT applies on Machines in several facilities of the Licensee located in the same geographic region only (i.e. APAC or EMEA or Americas).

Users and/or Named Users if applicable, whose usual workplace is located in the same country as the country where such use of the Licensed Program has been authorized, may use the Licensed Program in any other country (subject *inter alia* to the Export and Re-export laws and regulations provision of the Agreement) for purposes of a business trip of a maximum of thirty (30) consecutive days.

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

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