

DASSAULT SYSTEMES

LICENSED PROGRAMS TERMS (LPT) FOR

MPI Release 4.0

Terms that are initially capitalized are defined in the Glossary - Release 1, 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](#)

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:

- [Named User Based](#)
- [System License](#)

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 at the Site, as identified in the Agreement and for which the licenses are ordered.

License of any Licensed Program to which this LPT applies requires a license of Execution Platform (AXP) Licensed Program in order to be executed. The DELMIA Apriso LPT, applicable for AXP Licensed Program, is available at <http://www.3ds.com/terms/lpt>.

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

MPI Enterprise (MIE) and MPI Enterprise for an additional connected Site (MIA) Licensed Programs: License for the Licensed Program MIE is granted for use on Machines by the Users only at the Site. License for the Licensed Program MIA extends the grant for use of MIE to additional identified Site(s), as listed in the Agreement.

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

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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.

4. SECURITY MECHANISMS

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5. ADDITIONAL DEFINITIONS

The following definitions are supplementary to the Glossary - Release 1, available at www.3ds.com/terms/glossary.

Affiliate means any entity which Controls, is Controlled by, or is under common Control with the Licensee. Such entity shall be deemed to be an "Affiliate" only so long as such Control exists. Upon request, Licensee agrees to confirm in writing to DS the Affiliate status of a particular entity.

Control and/or Controlled by means (a) in the case of corporate entities, direct or indirect ownership of more than fifty percent (50%) of the stock or shares entitled to vote for the election of directors; or (b) in the case of non-corporate entities, direct or indirect ownership of more than fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

Machine means a computer equipment on which a Licensed Program is executed (1) (a) belonging to Licensee or an Affiliate or under their sole control or supervision and (b) located on Licensee's or Affiliate's premises (provided when applicable that Users and Extended Enterprise Users, as applicable, may occasionally use laptop computers outside Licensee's or Affiliate's premises) or (2) operated by a third party service provider as specifically authorized in the Agreement solely for and on behalf of Licensee or Affiliate, as applicable, in the same country.

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).

Site means a single building belonging to Licensee or an Affiliate or under their sole control or supervision. The Affiliate(s), if applicable, and the Site(s) are identified in the Agreement.

6. TRADEMARKS

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