

# DASSAULT SYSTEMES

## LICENSED PROGRAMS TERMS (LPT) FOR Quintiq Release 2022

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 the pricing structures mentioned in the Agreement. Standard pricing structures are defined in the Glossary - Release 6, available at <https://www.3ds.com/terms/glossary>, even though those pricing structures may not be applicable to the Licensed Programs to which this LPT applies. Other pricing structures may be made available on a case-by-case basis.

### 2. LICENSING SCHEMES AND GEOGRAPHIC SCOPE

The following provisions do not apply to *Quintiq Last Mile Edition (5MB-LEQ)* nor to *Quintiq Last Mile Shipments (for Retail) (5MP-LMQ)* nor to *Quintiq Last Mile Shipments (for Express) (5MP-LMQ-X)*. For *Quintiq Last Mile Edition (5MB-LEQ)*, *Quintiq Last Mile Shipments (for Retail) (5MP-LMQ)* and *Quintiq Last Mile Shipments (for Express) (5MP-LMQ-X)*, please refer to section 4 hereinafter.

#### 2.1 GENERAL RULES

Licenses for the Licensed Programs to which this LPT applies, will be granted according to one of the following licensing schemes (specifying the authorized use), as determined in the applicable Agreement and more specifically in the Appendix "Specific Terms for DELMIA Quintiq Licensed Programs" (DELMIA Quintiq Appendix):

- [Concurrent \(or Floating\) Based](#)
- [Named User Based](#)
- [System License](#)

Licenses for the Licensed Programs to which this LPT applies are granted for use on Machines only (i) for the Site(s), (ii) for a determined number of Users (including Affiliate's Users, Extended Enterprise Users and Affiliate's Extended Enterprise Users, as applicable), and (iii) for a specific license scope, in each case as set out in the DELMIA Quintiq Appendix.

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.

#### 2.2 SPECIFIC PROVISIONS FOR CERTAIN LICENSED PROGRAMS

Unless otherwise expressly agreed in writing in the DELMIA Quintiq Appendix with reference to this section 2.2, the following specific provisions for certain Licensed Programs supplement the provisions in sub-section 2.1.

##### **For Concurrent (or Floating) Based Licensed Programs:**

One (1) Concurrent (or Floating) Based Licensed Program enables the operation of one (1) session. Users (and Extended Enterprise Users, as applicable) may operate additional parallel sessions with additional Concurrent (or Floating) Based Licensed Programs. The total number of parallel sessions shall not exceed the total number of Concurrent (or Floating) Based Licensed Programs.

**For Quintiq Standard Edition (5MP-STQ) or Quintiq Standard Edition GIS enabled (5MP-GTQ) Licensed Programs:**

Access and use of *Quintiq Standard Edition (5MP-STQ)* or *Quintiq Standard Edition GIS enabled (5MP-GTQ)* Licensed Programs is restricted to the license scope, by the agreed number of Users (and Extended Enterprise Users, as applicable), and for a single Site, as set out in the DELMIA Quintiq Appendix.

**For Quintiq Enterprise Edition (5MP-EEQ) or Quintiq Enterprise Edition GIS enabled (5MP-GEQ) Licensed Programs:**

Access and use of *Quintiq Enterprise Edition (5MP-EEQ)* or *Quintiq Enterprise Edition GIS enabled (5MP-GEQ)* Licensed Programs is restricted to the license scope, by the agreed number of Users (and Extended Enterprise Users, as applicable), and for the agreed number of Site(s), as set out in the DELMIA Quintiq Appendix.

**2.3 EXTENDED ACCESS RIGHTS TO LICENSED PROGRAMS**

Subject to Licensee's compliance with the terms of the Agreement, this LPT and the DELMIA Quintiq Appendix, Affiliate's Users, and Affiliate's Extended Enterprise Users are granted access to the Licensed Programs identified in the DELMIA Quintiq Appendix. This access right shall not be interpreted or construed as a sub-license, a transfer, or an assignment of the right to use the Licensed Programs, and Licensee remains the sole licensee of the Licensed Programs.

Licensee represents and warrants that any Affiliate, Affiliate's Users, and Affiliate's Extended Enterprise Users will comply with the terms and conditions of the Agreement, this LPT, and the DELMIA Quintiq Appendix. Licensee shall be responsible and liable for any breach of the Agreement, this LPT, or the DELMIA Quintiq Appendix by any Affiliate, Affiliate's Users, or Affiliate's Extended Enterprise Users.

Unless otherwise agreed in the DELMIA Quintiq Appendix, DS shall provide Support Services only to the Licensee, in its capacity as licensee of the Licensed Programs. Consequently, nothing contained herein shall be interpreted or construed as an obligation undertaken by DS to provide Support Services directly to an Affiliate, Affiliate's Users, or Affiliate's Extended Enterprise Users.

Licensee agrees to pass on the conditions of the section "Audit" of the Agreement to its Affiliate and to assist DS in auditing its Affiliate upon request.

Licensee must provide DS with any information requested by DS relating to the use of a Licensed Program by Affiliates, within the time period specified by DS.

Licensee must notify DS in writing when an entity ceases to be an Affiliate. Licensee undertakes to cease such entity from accessing and using any Licensed Program with immediate effect, unless otherwise agreed in the DELMIA Quintiq Appendix.

**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 Agreement 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.

**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.

#### **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.

#### **ADDITIONAL SPECIFICATIONS APPLICABLE TO THE FOLLOWING LICENSED PROGRAMS**

- *Quintiq Company Planner (5MP-CYQ)*
- *Quintiq Fleet & Crew Planner (5MP-TPQ)*
- *Quintiq Logistics Planner (5MP-LGQ)*
- *Quintiq Logistics Planner GIS enabled (5MP-GLQ)*
- *Quintiq Scheduler (5MP-SHQ)*
- *Quintiq Transportation Services Planner (5MP-SPQ)*
- *Quintiq Demand Planner (5MP-DEQ)*
- *Quintiq Macro Planner (5MP-MPQ)*
- *Quintiq Workforce Planner (5MP-WPQ)*

Notwithstanding anything to the contrary in the section "License Grant" of the Agreement, DS grants Licensee a non-exclusive and non-transferable (except as expressly permitted in the Agreement) right, for the duration identified in the Agreement and within the license scope as set out in the DELMIA Quintiq Appendix, to modify the above-referenced Licensed Programs.

In the event Licensee modifies the above-referenced Licensed Programs, the warranty (described in the section "Warranty" of the Agreement) shall not apply. The Support Services as described in the section "Support Services" of the Agreement only apply to non-modified Licensed Programs.

### **4. QUINTIQ LAST MILE LICENSED PROGRAMS**

The provisions below apply to *Quintiq Last Mile Edition (5MB-LEQ)*, *Quintiq Last Mile Shipments (for Retail) (5MP-LMQ)* and *Quintiq Last Mile Shipments (for Express) (5MP-LMQ-X)*.

Notwithstanding anything to the contrary in this LPT, section 2 of this LPT is superseded by the following provisions.

#### **4.1 GENERAL RULES**

Licenses for *Quintiq Last Mile Edition (5MB-LEQ)*, *Quintiq Last Mile Shipments (for Retail) (5MP-LMQ)* and *Quintiq Last Mile Shipments (for Express) (5MP-LMQ-X)* are granted for use on Machines by the Users (and Extended Enterprise Users as applicable) for one (1) or multiple Sites in the Licensee country.

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 Programs:

- shall solely be used together and as part of such Licensed Programs and
- shall not be used standalone and/or for other purposes than the ones for which such Licensed Programs 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 or access 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 Programs.

#### **4.2 SPECIFIC PROVISIONS FOR QUINTIQ LAST MILE EDITION AND QUINTIQ LAST MILE SHIPMENTS**

Any Licensed Programs purchased in addition to *Quintiq Last Mile Edition (5MB-LEQ)*, *Quintiq Last Mile Shipments (for Retail) (5MP-LMQ)* and *Quintiq Last Mile Shipments (for Express) (5MP-LMQ-X)* shall be used only in conjunction with *Quintiq Last Mile Edition (5MB-LEQ)*, *Quintiq Last Mile Shipments (for Retail) (5MP-LMQ)* and *Quintiq Last Mile Shipments (for Express) (5MP-LMQ-X)*.

### **For Concurrent (or Floating) Based Licensed Programs:**

One (1) Concurrent (or Floating) Based Licensed Program enables the operation of one (1) session. Users may operate additional parallel sessions with additional Concurrent (or Floating) Based Licensed Programs. The total number of parallel sessions shall not exceed the total number of Concurrent (or Floating) Based Licensed Programs.

### **Number of shipments**

One (1) *Quintiq Last Mile Shipments (for Retail) (5MP-LMQ)* Licensed Program or one (1) *Quintiq Last Mile Shipments (for Express) (5MP-LMQ-X)* grants Licensee the right to plan a maximum number of shipments annually, as defined in the Documentation.

1. For licenses granted to use *Quintiq Last Mile Shipments (for Retail) (5MP-LMQ)* or *Quintiq Last Mile Shipments (for Express) (5MP-LMQ-X)* for a duration shorter than one (1) year, the number of shipments that the Licensee is permitted to plan with *Quintiq Last Mile Shipments (for Retail) (5MP-LMQ)* or *Quintiq Last Mile Shipments (for Express) (5MP-LMQ-X)* is reduced on a pro rata basis in relation to the number of maximum shipments as defined in the Documentation. Licensee's right to plan the prorated number of shipments expires at the end of the period of time for which the license is granted.
2. For licenses granted to use *Quintiq Last Mile Shipments (for Retail) (5MP-LMQ)* or *Quintiq Last Mile Shipments (for Express) (5MP-LMQ-X)* for a duration longer than one (1) year, the right to plan the maximum number of shipments as defined in the Documentation is granted annually each year and expires at the end of each year. If the final time period of the license grant is less than one (1) year, the number of shipments that the Licensee is permitted to plan with *Quintiq Last Mile Shipments (for Retail) (5MP-LMQ)* or *Quintiq Last Mile Shipments (for Express) (5MP-LMQ-X)* for that time period is reduced on a pro rata basis in relation to the maximum number of shipments as defined in the Documentation, and the right to plan those shipments expires at the end of that time period.

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

**Affiliate** means any entity that is directly or indirectly Controlled by the Licensee. Such entity shall be deemed to be an "Affiliate" only so long as such Control exists. Upon DS' request, Licensee agrees to confirm in writing the Affiliate status of a particular entity.

**Affiliate's Extended Enterprise User** means an employee of any Affiliate, supplier(s) and/or customer(s) authorized to use Licensee's Licensed Programs for the sole and exclusive purpose of enabling the Affiliate's Extended Enterprise User(s) to conduct business with such Affiliate. The use of the Licensed Programs by any such Affiliate's Extended Enterprise User(s) (1) shall be solely limited to use (i) as configured and deployed by Licensee and (ii) in connection with the Affiliate's Extended Enterprise User's performance of services for and on behalf of such Affiliate, and (2) shall exclude any use by the Affiliate's Extended Enterprise User (i) for its own account or a third party's account, or (ii) for the purpose of modifying, otherwise using, maintaining or hosting the Licensed Programs. Affiliate's Extended Enterprise Users are authorized if so specified in the Product Portfolio.

**Affiliate's User** means any (1) Affiliate's employee, or (2) employee of any Affiliate's consultant(s) or subcontractor(s) (i) who accesses a Licensed Program, (ii) who works for the exclusive internal needs of an Affiliate and (iii) whose usual workplace is located within an Affiliate's premises.

**Control** and/or **Controlled by** means (1) 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 (2) 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 device on which a Licensed Program is executed (1) (i) belonging to Licensee or an Affiliate or under sole control or supervision and (ii) located on Licensee's or an Affiliate's premises or according to Teleworking conditions, or (2) operated by a third party service provider as specifically authorized in the Agreement solely for and on behalf of Licensee or an Affiliate, as applicable.

**Read Only Client**, when mentioned in the name of the Licensed Program, means a Licensed Program that can solely be used by an authorized user to search and read Licensee's data.

**Read/Write Client**, when mentioned in the name of the Licensed Program, means a Licensed Program that can be used by an authorized user to search, create and read Licensee's data.

**Site** means a single building or group of buildings at the same address owned by or under the control or supervision of the Licensee or an Affiliate, facilitating a distinct production or other commercial operational environment.

**Teleworking** means any program authorized by and for the benefit of Licensee or an Affiliate to enable its employees to work outside its own premises, using information and communication technology (or equivalent program established by a Licensee or an Affiliate entitled to Academic Use of the Licensed Programs for its Users).

Any use of Licensed Programs while Teleworking is authorized if all of the following conditions are at all times met: (a) Licensee's employees or an Affiliate's employees do so on Machine(s) connected to Licensee's or an Affiliate's network (e.g. via Virtual Private Network), (b) Licensee or an Affiliate is able to provide access to such Machine(s) during a compliance verification according to the Agreement, and (c) Licensee's employees or an Affiliate's employees use the Licensed Programs for Licensee's or an Affiliate's exclusive internal needs. Same use is authorized for Users of a Licensee or an Affiliate entitled to Academic Use of the Licensed Programs.

## 7. TRADEMARKS

Quintiq and the trademarks listed in the Dassault Systèmes Trademarks section at <https://www.3ds.com/legal-information> are commercial trademarks or registered trademarks of Dassault Systèmes, a French "société européenne" (Versailles Commercial Register # B 322 306 440), or its subsidiaries in the United States and/or other countries. All other trademarks are owned by their respective owners. Use of any Dassault Systèmes or its subsidiaries trademarks is subject to their express written approval.

Licensed Programs and services names may be trademarks or service marks of Dassault Systèmes or its subsidiaries.