

DASSAULT SYSTEMES

LICENSED PROGRAMS TERMS (LPT) FOR SIMULIA Abaqus for CATIA V5 Release V5-6R2023

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 one of the following pricing structures mentioned in the related [Quote](#), as specified in the [Product Portfolio](#) if available.

- [PLC/ALC](#)
- [TBL/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](#)
- [Token Based](#)

The Licensed Programs may be accessed and executed by Users whose usual workplace is at the same facility as the License Server or on the Machines for which license keys have been provided, as applicable (1) on the License Server itself, and (2) on other Machines that are networked to the License Server at the same site as the License Server or are located in the same country as the License Server, as identified in the Quote. Within the parameters of the Quote, Licensee may from time to time designate the License Server(s) for which license keys shall be provided and from which tokens shall be available to other Machine(s) subject to the restrictions described in this LPT.

Licensee shall promptly provide DS with usage reports when requested.

In addition, 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.

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

Number of tokens: For analysis jobs, the number of required tokens is determined by the type of analysis being performed and the number of CPUs or cores used in running the analysis job. Required token configurations may be changed for new or renewed licenses and with modifications of the covered products. Licensee will receive a license key for each License Server which will permit access to the Licensed Programs. License keys include the agreed number and type of tokens for the Licensed Programs. The Licensed Programs, license tokens and applicable fees are specified in the Quote.

Additional Information for Concurrent Based License: Each Licensed Program in Concurrent Based mode requires a unique license for each concurrent use of the Licensed Program. Licensee will receive a license key, for each License Server which will permit access to the Licensed Programs.

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.

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For certain Licensed Programs as identified in the Product Portfolio 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.

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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.

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5. ADDITIONAL DEFINITIONS

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

NONE

6. TRADEMARKS

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