

DASSAULT SYSTEMES

LICENSED PROGRAMS TERMS (LPT) FOR SIMULIA® Tosca™ Structure Release 2016 SIMULIA® Tosca™ Fluid Release 2016

Terms that are initially capitalized are defined in the Glossary - Release 2, 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](#)
- [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 \(floating\) Based](#)
- [System License](#)

The Licensed Programs may be accessed and executed by Users whose usual workplace is (i) at the same facility as the License Server or (ii) 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, subject to the restrictions described in this LPT, Licensee may from time to time designate the License Server(s) for which license keys shall be provided to other Machine(s).

Licensee shall promptly provide DS with usage reports when requested.

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

Additional Information for Concurrent Based License: Those SIMULIA Tosca Structure 2016 Licensed Programs with “Triple License”, “Double License” or “Single License” in the Licensed Programs’ name or SIMULIA Tosca Fluid 2016 with “Fluid Topo Basic” in the Licensed Programs’ name are collectively called “Optimization Offers” and are licensed as described below:

Each Optimization Offer supports one or more of the following types of optimizations: “Topology”, “Shape”, or “Bead” (collectively “Optimization Types”) depending on the Optimization Offer licensed and includes one solver access.

The license grant authorizes one concurrent use per Optimization Offer, the same User running several Optimization Offers, on the same Machine, (even of the same Optimization Type), needs to have several licenses.

Within one Optimization Offer, only one Optimization Type can be used at a time, and consequently different Optimization Types must be used alternatively.

The solver access included in any of the Optimization Offers can be used in conjunction with more than one Optimization Offer. The solver access is limited by the total number of Optimization Offers licensed.

Additional Information for System License: A Licensed Program granted under a System License mode can be simultaneously used by the Users of Optimization Offers. As a consequence, the total number of simultaneous uses of the Licensed Programs in System License mode is limited by the total number of Optimization Offers licensed.

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, defend and hold harmless 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.

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, defend, and hold harmless 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.

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5. ADDITIONAL DEFINITIONS

The following definitions are supplementary to the Glossary - Release 2, available at www.3ds.com/terms/glossary.

License Server means the Machine for which license keys are authenticated, and from which tokens shall be available to other Machines, if applicable.

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).

6. TRADEMARKS

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