

# DASSAULT SYSTEMES OFFERING SPECIFIC TERMS (OST) FOR Quintiq Release 2024 LICENSED PROGRAMS

This OST (Offering Specific Terms) and the terms incorporated herein by reference (including terms referenced on a website) are an integral part of the license and online services agreement between 3DS and Customer (“Agreement”), which refers to this OST. In the event of a discrepancy, inconsistency or contradiction between this OST and the other terms of the Agreement, the provisions of this OST shall prevail, but only with respect to the Licensed Programs to which this OST applies. Customer acknowledges that it has full knowledge of all the terms of this OST and those incorporated herein by reference.

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## 1. PRICING STRUCTURES

Licenses and Support Services for the Licensed Programs to which this OST applies are granted according to the pricing structures mentioned in the related Transaction Document. Standard pricing structures are defined in the section "DEFINITIONS" of this OST, even though those pricing structures may not be applicable to the 3DS Offerings to which this OST 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 the *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)* 3DS Offerings. For the *Quintiq Last Mile Edition (5MB-LEQ)*, *Quintiq Last Mile Shipments (for Retail) (5MP-LMQ)* and *Quintiq Last Mile Shipments (for Express) (5MP-LMQ-X)* 3DS Offerings, please refer to section 5 hereinafter.

### 2.1 GENERAL RULES

Licenses for the Licensed Programs to which this OST applies, are 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 OST 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 3DS as part of a given 3DS Offering:

- shall solely be used together and as part of such 3DS Offering and
- shall not be used standalone and/or for other purposes than the ones for which such 3DS Offering has been marketed and granted to Customer by 3DS.

If a patent invention is implemented in the 3DS Offering for which a right to use or access is granted pursuant to the Agreement, 3DS hereby grants Customer a non-exclusive license on the applicable patent limited to the use of such 3DS Offering.

### 2.2 SPECIFIC PROVISIONS FOR CERTAIN 3DS OFFERINGS

Unless otherwise expressly agreed in writing in the DELMIA Quintiq Appendix with reference to this section 2.2, the following specific provisions for certain 3DS Offerings 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 are 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 are 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 Customer's compliance with the terms of the Agreement, this OST and the DELMIA Quintiq Appendix, Affiliate's Users, and Affiliate's Extended Enterprise Users are granted access to the 3DS Offerings 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 3DS Offerings, and Customer remains the sole licensee of the 3DS Offerings.

Customer 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 OST, and the DELMIA Quintiq Appendix. Customer shall be responsible and liable for any breach of the Agreement, this OST, 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, 3DS shall provide Support Services only to the Customer in its capacity as licensee of the 3DS Offerings. Consequently, nothing contained herein shall be interpreted or construed as an obligation undertaken by 3DS to provide Support Services directly to an Affiliate, Affiliate's Users, or Affiliate's Extended Enterprise Users.

Customer agrees to pass on the conditions of the section "Audit" of the Agreement to its Affiliate and to assist 3DS in auditing its Affiliate upon request.

Customer must provide 3DS with any information requested by 3DS relating to the use of a 3DS Offering by Affiliates, within the time period specified by 3DS.

Customer must notify 3DS in writing when an entity ceases to be an Affiliate. Customer undertakes to cease such entity from accessing and using any 3DS Offering with immediate effect, unless otherwise agreed in the DELMIA Quintiq Appendix.

## 3. OTHER PERMITTED USES FOR 3DS OFFERINGS

### USE FOR CERTAIN SERVICES

Except for Development Tool Kits, Customer 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 Customer of the Licensed Programs. In any event, Customer 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 3DS. Customer shall indemnify and defend 3DS against any claim, expense, judgment, damage or loss (including reasonable attorneys' fees) which arises out of or in any way relates to Customer's use of the Licensed Programs with third party end users.

### 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 Suite (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 "Grant" of the Agreement, 3DS grants Customer 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 Customer 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. SPECIFIC TERMS FOR THIRD PARTY COMPONENTS

The specific terms relating to the use of certain third party components or products not developed by or for a 3DS Group Company and granted to Customer to be used in connection with or within a 3DS Offering are defined hereafter:

### 4.1 OPEN SOURCE COMPONENTS

The 3DS Offerings may include open source components. Whenever notices (such as acknowledgment, copies of licenses or attribution notice) are required by the original licensor, such notices are included in the About of the 3DS Offerings.

Moreover, some open source components may not be distributed and licensed under the terms of the Agreement but under the terms of their original licenses as set forth in the About of the 3DS Offerings themselves.

Source code for open source software components licensed under terms and conditions that mandate availability of such source code is available upon request. Except for components mentioned in the section EXCLUSIONS below, the warranty and indemnification provided by 3DS under the Agreement apply to all open source software components and shall be provided by 3DS and not by the original licensor, but only for the use of the 3DS Offerings that is in compliance with the terms of the Agreement, and in conjunction with the 3DS Offerings. The original licensors of said open source software components provide them on an “as is” basis and without any liability whatsoever to Customer.

### 4.2 ADDITIONAL THIRD PARTY TERMS

The following terms apply in addition to the Agreement:

**NONE**

### 4.3 EXCLUSIONS

The warranty and indemnification provided by 3DS under the Agreement are not applicable to third party components listed hereunder:

**NONE**

The Support Services provided by 3DS under the Agreement are not applicable to third party components listed hereunder:

The Support Services provided by 3DS under the Agreement are not applicable to the 3DS Offerings that contain the word “Maps” in their name. However, periodic updates of such 3DS Offerings may be provided by 3DS if available.

## 5. QUINTIQ LAST MILE 3DS OFFERINGS

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)* 3DS Offerings.

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

### 5.1 GENERAL RULES

Licenses for the *Quintiq Last Mile Edition (5MB-LEQ)*, *Quintiq Last Mile Shipments (for Retail) (5MP-LMQ)* and *Quintiq Last Mile Shipments (for Express) (5MP-LMQ-X)* 3DS Offerings are granted for use on Machines by the Users (and Extended Enterprise Users as applicable) for one (1) or multiple Sites in the Customer country.

It is agreed that, notwithstanding anything to the contrary provided in the Documentation, software components packaged and delivered by 3DS as part of a given 3DS Offering:

- shall solely be used together and as part of such 3DS Offering and
- shall not be used standalone and/or for other purposes than the ones for which such 3DS Offering has been marketed and granted to Customer by 3DS.

If a patent invention is implemented in the 3DS Offering for which a right to use or access is granted pursuant to the Agreement, 3DS hereby grants Customer a non-exclusive license on the applicable patent limited to the use of such 3DS Offering.

## 5.2 SPECIFIC PROVISIONS FOR QUINTIQ LAST MILE EDITION AND QUINTIQ LAST MILE SHIPMENTS

Any Licensed Programs purchased in addition to the *Quintiq Last Mile Edition (5MB-LEQ)*, *Quintiq Last Mile Shipments (for Retail) (5MP-LMQ)* and *Quintiq Last Mile Shipments (for Express) (5MP-LMQ-X)* 3DS Offerings shall be used only in conjunction with the *Quintiq Last Mile Edition (5MB-LEQ)*, *Quintiq Last Mile Shipments (for Retail) (5MP-LMQ)* and *Quintiq Last Mile Shipments (for Express) (5MP-LMQ-X)* 3DS Offerings.

### **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)* or one (1) *Quintiq Last Mile Shipments (for Express) (5MP-LMQ-X)* 3DS Offering grants Customer the right to plan a maximum number of shipments annually, as defined in the Documentation.

- 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 Customer 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. Customer's right to plan the prorated number of shipments expires at the end of the period of time for which the license is granted.
- 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 Customer 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.

## 6. QUINTIQ TARGETED SOLUTIONS 3DS OFFERINGS

### 6.1 GENERAL RULES

Licenses for Licensed Programs listed in Table 1 are granted for use on Machines (i) by the Users (and Extended Enterprise Users as applicable) for one (1) or multiple Sites in the Customer country and solely for the purpose of the license scope described in the paragraph License Scope of this section.

It is agreed that, notwithstanding anything to the contrary provided in the Documentation, software components packaged and delivered by 3DS as part of a given 3DS Offering:

- shall solely be used together and as part of such 3DS Offering; and
- shall not be used standalone and/or for other purposes than the ones for which such 3DS Offering has been marketed and granted to Customer by 3DS.

If a patent invention is implemented in the Licensed Program for which a right to use or access is granted pursuant to the Agreement, 3DS hereby grants Customer a non-exclusive license on the applicable patent limited to the use of such Licensed Program.

Customer is allowed to grant their Users (and Extended Enterprise Users as applicable) access and use of the Licensed Programs listed in this section 6. QUINTIQ TARGETED SOLUTIONS 3DS OFFERINGS exclusively through the designated operating environment provided either by 3DS or by authorized 3DS partners.

### 6.2 QUINTIQ ROAD TRUCK 3DS OFFERINGS

#### **PACKAGING**

Each 3DS Offering permits Customer to plan a maximum number of plannable resources. The maximum number of plannable resources per 3DS Offering is determined by the number of corresponding Licensed Programs included in the 3DS Offering as set out in Table 1:

Table 1

Licensed Program Name	Product Number	Plannable Resources
<i>Quintiq Road Truck LP Essential Trucks</i>	5CB-D1Q	20 Vehicles
<i>Quintiq Road Truck LP Enterprise Trucks</i>	5CB-D2Q	20 Vehicles
<i>Quintiq Road Truck WP Essential Employees</i>	5CB-E1Q	50 Employees
<i>Quintiq Road Truck WP Enterprise Employees</i>	5CB-E2Q	50 Employees

By way of example:

- A 3DS Offering permitting Customer to plan 100 Vehicles with the Essential Logistics Planning Targeted Solution includes these Licensed Programs:

**Table 1A**

Licensed Program Name	Product Number	Quantity
<i>Quintiq Road Truck LP Essential</i>	5MB-L1Q	1
<i>Quintiq Road Truck LP Essential Trucks</i>	5CB-D1Q	5

- A 3DS Offering permitting Customer to plan 500 Employees with the Enterprise Workforce Planning Targeted Solution includes these Licensed Programs:

**Table 1B**

Licensed Program Name	Product Number	Quantity
<i>Quintiq Road Truck WP Enterprise</i>	5MB-W2Q	1
<i>Quintiq Road Truck WP Enterprise Employees</i>	5CB-E2Q	10

### **LICENSE SCOPE**

Use of a 3DS Offering that includes the *Quintiq Road Truck LP Essential (5MB-L1Q)* or *Quintiq Road Truck LP Enterprise (5MB-L2Q)* Licensed Programs is restricted to the following purpose:

- **Essential Edition:** Use of *Quintiq Road Truck LP Essential (5MB-L1Q)* is limited to the purpose of Vehicle & Driver Management and Vehicle Routing & Scheduling in connection with Single Depot Routing. Use of *Quintiq Road Truck LP Essential (5MB-L1Q)* excludes Continuous Optimization.
- **Enterprise Edition:** Use of *Quintiq Road Truck LP Enterprise (5MB-L2Q)* is limited to the purpose of Vehicle & Driver Management and Vehicle Routing & Scheduling in connection with Multi-Depot Routing. Use of *Quintiq Road Truck LP Enterprise (5MB-L2Q)* includes Continuous Optimization.

Use of a 3DS Offering that includes the *Quintiq Road Truck WP Essential (5MB-W1Q)* or *Quintiq Road Truck WP Enterprise (5MB-W2Q)* Licensed Programs is restricted to the following purpose:

- **Essential Edition:** Use of *Quintiq Road Truck WP Essential (5MB-W1Q)* is limited to the purpose of Workforce Planning, in connection with single shifts. Use of *Quintiq Road Truck WP Essential (5MB-W1Q)* includes daily leave planning.
- **Enterprise Edition:** Use of *Quintiq Road Truck WP Enterprise (5MB-W2Q)* is limited to the purpose of Workforce Planning, in connection with multiple or broken shifts. Use of *Quintiq Road Truck WP Enterprise (5MB-W2Q)* includes daily and annual leave planning and scenario planning.

### **DEFINITIONS SPECIFIC TO THIS SECTION 6.2 QUINTIQ ROAD TRUCK 3DS OFFERINGS**

**Continuous Optimization** means an optimization mode that continuously updates the Vehicle Routing and Scheduling plan, taking into account updated inputs.

**Depot** means a facility for logistics operations from where a Vehicle will (off)load goods for distribution and/or sorting. (A Depot is a "Site" for the purposes of these OSTs.)

**Employees** are Customer's employees and contractors, when such contractors are performing work or services for the Customer, that are allocated to an operational shift.

**Multi-Depot Routing** means a type of route planning where routes may include multiple Depots.

**Single-Depot Routing** means a type of route planning where each route includes only one single Depot.

**Vehicle** means a motorized roadworthy car, van, truck, truck + trailer combination, bike, scooter, or motorcycle, in each case used exclusively for the transportation of goods.

**Vehicle & Driver Management** means the registration, identification, and validation of Vehicle types and its characteristics, and assignment of drivers and their skills to Vehicles, in combination with Operational Route Planning & Execution.

**Vehicle Routing & Scheduling** means the creation of a scheduled sequence of Vehicle stops where a pick-up and/or delivery occurs, for all time horizons (operational, tactical, and strategic planning and scheduling).

**Workforce Planning** means the planning, scheduling, and execution of rosters, as well as time & attendance/timesheet approval and leave management, for Employees.

**6.3 QUINTIQ FOOD AND BEVERAGE PRODUCTION PLANNING 3DS OFFERINGS**

**LICENSE SCOPE**

Use of one *Quintiq Food & Beverage Production Planning (per site) (5MB-M2Q)* Licensed Program is limited to the purpose of Master Production Scheduling, Material Requirements Planning, and Distribution Requirements Planning, each in connection with Food and Beverage Production for one (1) specified Site. Planning for each additional Site requires an additional *Quintiq Food & Beverage Production Planning (per site) (5MB-M2Q)* Licensed Program.

**DEFINITIONS SPECIFIC TO THIS SECTION 6.3 QUINTIQ FOOD AND BEVERAGE PRODUCTION PLANNING 3DS OFFERINGS**

**Distribution Requirements Planning** is the determination of which products are to be shipped to warehouses or distribution centers, in order to meet customer demand.

**Food and Beverage Production** means the manufacture, processing, preparation, and storage of, nutritious substances intended to be ingested. This does not include the disassembly of livestock or any processes related thereto.

**Material Requirements Planning** is the determination of individual commodities or ingredients required at a specific location and time, in order to produce products in accordance with the production schedule (created through Master Production Scheduling).

**Master Production Scheduling** is the planning of the production of individual commodities or ingredients into products.

**Site** means a single building or group of buildings at the same address, owned by or under the control or supervision of the Customer, facilitating a distinct type of Food and Beverage Production. For clarity: a single building or group of buildings at the same address, owned by or under the control or supervision of the Customer, facilitating two (2) types of Food and Beverage Production constitute two (2) Sites for the purpose of the Agreement.

**6.4 QUINTIQ AIRPORTS FIXED RESOURCE PLANNING 3DS OFFERINGS**

**PACKAGING**

Each 3DS Offering permits Customer to plan Fixed Resources at airports of a particular size. The size of an airport is determined by the number of Passengers traveling through the airport annually. One (1) *Quintiq Airport Fixed Resource Management System Passengers (5M) (5MP-YPQ)* Licensed Program is required for each 5 million Passengers traveling through an airport annually:

**Table 2**

Licensed Program Name	Product Number	No. of Passengers annually
<i>Quintiq Airport Fixed Resource Management System Passengers (5M)</i>	5MP-YPQ	5 Million

By way of example:

- A 3DS Offering permitting Customer to plan Fixed Resources for an airport handling 1 million Passengers includes these Licensed Programs:

**Table 2A**

Licensed Program Name	Product Number	Quantity
<i>Quintiq Airport Fixed Resource Management System</i>	5MB-AFQ	1
<i>Quintiq Airport Fixed Resource Management System Passengers (5M)</i>	5MP-YPQ	1

- A 3DS Offering permitting Customer to plan Fixed Resources for an airport handling 19 million Passengers includes these Licensed Programs:

**Table 2B**

Licensed Program Name	Product Number	Quantity
<i>Quintiq Airport Fixed Resource Management System</i>	5MB-AFQ	1
<i>Quintiq Airport Fixed Resource Management System Passengers (5M)</i>	5MP-YPQ	4

**LICENSE SCOPE**

Use of a 3DS Offering that includes the *Quintiq Airport Fixed Resource Management System (5MB-AFQ)* Licensed Program is restricted to the purpose of Fixed Resource Planning, more specifically Stand & Gate Planning, Check-in Counter Planning, and Baggage Belt Planning, however excludes optimization of such processes or passenger flow optimization.

**DEFINITIONS SPECIFIC TO THIS SECTION 6.4 QUINTIQ AIRPORTS FIXED RESOURCE PLANNING 3DS OFFERINGS**

**Baggage Belt Planning** means the allocation of luggage from flights to baggage belts.

**Check-in Counter Planning** means the allocation of flights to check-in counters.

**Stand & Gate Planning** means the allocation of aircraft to stands and gates.

Baggage Belts, Check-in Counters, and Stands & Gates are collectively referred to as “**Fixed Resources**”.

**Passenger** means a person departing, arriving, or transferring through the airport.

**6.5 QUINTIQ WORKFORCE FIELD SERVICES PLANNING 3DS OFFERINGS**

**PACKAGING**

Each 3DS Offering permits Customer to plan a maximum number of plannable resources. One (1) *Quintiq Workforce Field Services Employees (50) (5MB-WEQ)* Licensed Program is required for each 50 Field Services Employees as listed in Table 3.

**Table 3**

Licensed Program Name	Product Number	Plannable Resources
<i>Quintiq Workforce Field Services Employees (50)</i>	<i>5MB-WEQ</i>	50 Field Services Employees

By way of example:

- A 3DS Offering permitting Customer to plan 500 Field Services Employees with the *Quintiq Field Services Planning Targeted Solution* includes these Licensed Programs:

**Table 3A**

Licensed Program Name	Product Number	Quantity
<i>Quintiq Workforce Field Services Planner</i>	<i>5MB-WFQ</i>	1
<i>Quintiq Workforce Field Services Employees (50)</i>	<i>5MB-WEQ</i>	10

**LICENSE SCOPE**

Use of a 3DS Offering that includes the *Quintiq Workforce Field Services Planner (5MB-WFQ)* Licensed Programs is restricted to the purpose of the Workforce planning and Multi Resource Planning of Field Services Employees.

**DEFINITIONS SPECIFIC TO THIS SECTION 6.5 QUINTIQ WORKFORCE FIELD SERVICES PLANNING 3DS OFFERINGS**

**Field Services Employees** are Customer’s employees and contractors who are performing work or services for the Customer predominantly in the field (i.e. outside of the Customer’s premises).

**Multi Resource Planning** is the allocation of resources and equipment to Field Services Employees.

**Workforce Planning** means the planning, scheduling, and execution of rosters, as well as time & attendance/timesheet approval and leave management, for Field Services Employees.



## 7. DEFINITIONS

The following definitions supplement those of the section "Definitions" of the Agreement.

### 7.1 GENERAL DEFINITIONS

**Configuration** or **Package** means a standard set of 3DS Offerings which are bundled together. The 3DS Offerings composing such Configuration or Package shall only be operated together.

**Development Tool Kit** means a 3DS Offering specifically designed for application or content development. A Development Tool Kit is either identified (i) with "CAA" or "ENOVIA Studio" or "Toolkit" or "Development Toolkit" in the 3DS Offering name, or (ii) in the Transaction Document and/or the Product Portfolio.

**Extended Enterprise User** means an employee of Customer's affiliate(s), supplier(s) and/or customer(s) authorized to use Customer's 3DS Offering for the sole and exclusive purpose of enabling the Extended Enterprise User(s) to conduct business with Customer. The use of the 3DS Offering by any such Extended Enterprise User(s) (1) shall be solely limited to use (a) as configured and deployed by Customer and (b) in connection with the Extended Enterprise User's performance of services for and on behalf of Customer, and (2) shall exclude any use by Extended Enterprise User (a) for its own account or a third party's account, or (b) for the purpose of modifying, otherwise using, maintaining or hosting the 3DS Offering. Extended Enterprise Users are authorized if so specified in the Product Portfolio.

**Product Portfolio** means a set of information related to the 3DS Offerings available at <https://www.3ds.com/terms/product-portfolio/licensed-programs>.

**Remote Access** means, if so specified in the Product Portfolio, that Users and/or Extended Enterprise Users may access and use the 3DS Offering remotely via the Internet from any country (subject inter alia to the export and re-export laws and regulations provisions of the Agreement).

**User** means any (a) Customer's employee, or (b) employee of Customer's consultant(s) or subcontractor(s) (i) who accesses a 3DS Offering, (ii) who works for the exclusive internal needs of Customer and (iii) whose usual workplace is located within Customer's premises. Subject to the terms and conditions of this Agreement, including without limitation, export-related obligations, Customer's employee may also work according to Teleworking conditions. For Education Use (or former Academic Use) of 3DS Offering, **User** means (i) any individual who works for Customer and is dedicated either to education or non-profit research or (ii) any individual duly enrolled in Customer's education program.

### GENERAL DEFINITIONS SPECIFIC TO THIS OST

**Affiliate** means any entity that is directly or indirectly Controlled by the Customer. Such entity shall be deemed to be an "Affiliate" only so long as such Control exists. Upon 3DS' request, Customer 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 Customer's 3DS Offering 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 3DS Offering by any such Affiliate's Extended Enterprise User(s) (1) shall be solely limited to use (i) as configured and deployed by Customer 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 3DS Offering. 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 3DS Offering, (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 3DS Offering is executed (1) (i) belonging to Customer or an Affiliate or under sole control or supervision and (ii) located on Customer'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 Customer 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 Customer'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 Customer'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 Customer or an Affiliate, facilitating a distinct production or other commercial operational environment.

**Teleworking** means any program authorized by and for the benefit of Customer or an Affiliate to enable its employees to work outside its own premises, using information and communication technology (or equivalent program established by a Customer or an Affiliate entitled to Academic Use of the 3DS Offerings for its Users).

Any use of 3DS Offerings while Teleworking is authorized if all of the following conditions are at all times met: (a) Customer's employees or an Affiliate's employees do so on Machine(s) connected to Customer's or an Affiliate's network (e.g. via Virtual Private Network), (b) Customer or an Affiliate is able to provide access to such Machine(s) during a compliance verification according to the Agreement, and (c) Customer's employees or an Affiliate's employees use the 3DS Offerings for Customer's or an Affiliate's exclusive internal needs. Same use is authorized for Users of a Customer or an Affiliate entitled to Academic Use of the 3DS Offerings.

## 7.2 **PRICING STRUCTURE DEFINITIONS**

**ALC** means Annual License Charge which is a yearly charge. For the first year of each license of each 3DS Offering, ALC is due together with the PLC or TBL, as applicable. Payment of the ALC for a 3DS Offering entitles Customer to (i) Support Services for the 3DS Offering for one (1) year and (ii) a license (subject to the conditions set forth in the Agreement) to use the Release(s) of such 3DS Offering made available by 3DS during such year, in lieu of the license(s) on the previous Release(s) of the 3DS Offering delivered to Customer. The applicable price for the ALC for any given year is the price of the previous year plus the last percentage of increase applicable to the license of a 3DS Offering in a given country, as published at <https://www.3ds.com/terms/price> at least ninety (90) days before renewal date. However, such increase shall not exceed the increase which would have resulted from the revision of the price of the ALC according to the applicable price index since the date of the last price increase published by 3DS at <https://www.3ds.com/terms/price> for the related 3DS Offering.

**PLC** means Primary License Charge applicable to each license of a 3DS Offering ordered under the PLC/ALC pricing structure. The PLC is a one-time and non-refundable charge. Payment of the PLC for a 3DS Offering provides Customer with a perpetual license (subject to the conditions set forth in the Agreement) to use the Release of such 3DS Offering made available by 3DS on the Effective Date of the license.

**QLC** means the Quarterly License Charge for use of a 3DS Offering, subject to the conditions set forth in the Agreement. Payment of the QLC for a 3DS Offering entitles Customer to (i) a three (3) months license to use the Release of a 3DS Offering and its subsequent Release(s), if any, as made available by 3DS during such quarter, in lieu of the license(s) on the previous Release(s) of such 3DS Offering, and (ii) Support Services for the 3DS Offering for such three (3) months period. QLC is not automatically renewable. Termination of Support Services is not permitted without terminating the license of the 3DS Offering.

**YLC** means the Yearly License Charge for use of a 3DS Offering, subject to the conditions set forth in the Agreement. Payment of the YLC for a 3DS Offering entitles Customer to (i) a one (1) year license to use the Release of a 3DS Offering and its subsequent Release(s), if any, as made available by 3DS during such year, in lieu of the license(s) on the previous Release(s) of such 3DS Offering, and (ii) Support Services for the 3DS Offering for one (1) year. The applicable price for the YLC for any given year is the price of the previous year plus the last percentage of increase applicable to the use of a 3DS Offering in a given country, as published at <https://www.3ds.com/terms/price> at least ninety (90) days before renewal date. However, such increase shall not exceed the increase which would have resulted from the revision of the price of the YLC according to the applicable price index since the date of the last price increase published by 3DS at <https://www.3ds.com/terms/price> for the related 3DS Offering. Termination of Support Services is not permitted without terminating the license of the 3DS Offering.

### **PRICING STRUCTURE DEFINITION SPECIFIC TO THIS OST**

**TBL** means Term Based License charge applicable to each license of a 3DS Offering ordered under the TBL/ALC pricing structure. The TBL is a one-time and non-refundable charge. Payment of the TBL for a 3DS Offering provides Customer with a license for a period as described in the Agreement to use the Release of such 3DS Offering made available by 3DS on the Effective Date of the license. "TBLx" is a TBL for a period of "x" years. As an example, "TBL2" is a TBL for a period of two (2) years. TBL is not automatically renewable.

## 7.3 **LICENSING SCHEME DEFINITIONS**

**Concurrent (or Floating) Based.** Use of a 3DS Offering in Concurrent Based mode is authorized for a maximum number of simultaneous Users and/or Extended Enterprise Users, as applicable.

**Extended Enterprise Named User** means an Extended Enterprise User identified with a unique username and password to use the 3DS Offering from a single machine at any given time.

**Named User** means a User identified with a unique username and password to use the 3DS Offering from a single machine at any given time.

**Named User Based.** Use of a 3DS Offering in Named User Based mode is authorized for the maximum number of Named Users and/or Extended Enterprise Named Users, as applicable, defined in related Transaction Document. If so specified in the Product Portfolio, certain 3DS Offerings used in Named User Based mode can be run on several machines at the same time, within the limit of the consumption capacity of the Token Based licenses. Customer shall not use any automated program or “user agent” program or utilities for multiple Users and/or Extended Enterprise Users, as applicable, and Customer shall ensure that Named Users and Extended Enterprise Named Users do not share or use the same username and password. Customer may replace Named User(s) or Extended Enterprise Named User(s), as applicable, as necessary to reflect permanent personnel change(s), provided that the number of individuals authorized to use the 3DS Offering does not exceed the maximum number of rights granted to Customer for such 3DS Offering. Upon 3DS’s request, Customer shall provide 3DS with a signed document listing (i) the number of Named Users and Extended Enterprise Named Users, as applicable, (ii) the type of use of the 3DS Offerings, and (iii) the locations and types of the systems on which 3DS Offerings operate or Customer has installed the 3DS Offering(s) as applicable. 3DS may provide Customer with one or more utilities, either included within the 3DS Offering(s) or separately, for the purpose of analyzing access right(s) and utilization, to establish usage by Customer. In such case, Customer shall provide, if applicable, the unedited and unmodified output file(s) and/or report(s) resulting from the operation(s) of such utility(ies), along with a signed declaration that the file(s) is(are) representative of actual 3DS Offering(s) usage. Customer is responsible for implementing all reasonable means to monitor its compliance with the terms of the Agreement.

**System License** means a right to use certain 3DS Offerings for a specific database instance or as may be otherwise indicated in the Product Portfolio. A minimum number of Named User’s (or Extended Enterprise Named User’s, as applicable) rights to use certain identified 3DS Offerings may be required in order to be granted a System License. If the name of the 3DS Offering includes a specific reference to “Departmental Site License”, such 3DS Offering shall be used only within a particular department of Customer at a particular office, building or physical location which shall be identified in the Transaction Document.

Customer may be requested to order certain 3DS Offerings rights to use, to be granted a System License.

**Token Based.** Use of a 3DS Offering granted in Token Based mode provides a right to use a determined number of tokens for the duration of the license. Tokens are reserved for one (1) use at a time and when released, are available for other uses. The quantity of tokens required for a given use of the 3DS Offering is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such 3DS Offering. Pool of tokens of same type can be accessed and used simultaneously by one or several authorized Users and/or Extended Enterprise Users and/or Machines, as applicable within the limit of the number of available tokens. Tokens of given type(s) may be required to enable use of other 3DS Offerings.

## 8. TRADEMARKS

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