

LICENSED PROGRAMS TERMS FOR

SIMULIA® Isight 5.7 and SIMULIA® Execution Engine 5.7

Terms that are initially capitalized are defined in the Glossary - Release 1, available at <u>www.3ds.com/terms/glossary</u>.

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 <u>DS</u> and <u>Licensee</u> ("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 <u>Licensed Programs</u> to which this LPT applies. Licensee acknowledges that it has full knowledge of all these terms and those incorporated herein by reference.

AVAILABLE PRICING STRUCTURES

Licenses and <u>Support Services</u> on the Licensed Programs to which this LPT applies may be ordered according to one of the following pricing structures, as specified in the <u>Product Portfolio</u>, available at: <u>www.3ds.com/terms/product-portfolio</u>:

- <u>PLC</u>/<u>ALC</u>, or
- <u>TBL/ALC</u>, or
- YLC

Other pricing structures may be made available on a case by case basis.

LICENSING SCHEMES & GEOGRAPHIC SCOPE

The licenses on the Licensed Programs to which this LPT applies are granted pursuant to the Agreement, and according to one the following licensing schemes (specifying the authorized use and end-users), as specified in the Product Portfolio, the terms of which are incorporated herein by reference:

- Concurrent Based (floating)
- System License
- > <u>Token Based</u>

The Licensed Programs may be accessed and executed by <u>Users</u> whose usual workplace is at the same facility as the <u>License Server</u> or on the <u>Machines</u> 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 <u>Quote</u>.

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.

<u>Number of tokens.</u> For execution of lsight simulation workflows, the number of required tokens (referred to as "Isight Tokens") is determined by the number and type of components in the simulation workflow and the number of CPUs or cores used in running the simulation workflow. Required token configurations may be changed for new or renewed licenses and with modifications of the covered products. Licensee will receive one or more license keys, each for a specific 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.

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<u>Additional Information for Concurrent Based license:</u> Each Licensed Program licensed in Concurrent Based mode requires a unique license feature for each concurrent User. Licensee will receive one or more license keys, each for a specific License Server which will permit access to the Licensed Program(s).

OTHER PERMITTED USES

USE FOR CERTAIN SERVICES. Except for <u>Development Tool Kits</u>, Licensee is authorized to use such Licensed Programs for added-value engineering and/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 (A) 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 applications service provider, or (B) install and/or operate the Licensed Programs on any hardware and/or software environment owned by or under control of any third party, or (C) 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.

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