

# LICENSED PROGRAMS TERMS FOR

# SIMULIA<sup>®</sup> Abaqus 6.12

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

These Licensed Programs Terms ("<u>LPT</u>") 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.

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

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)
- Token Based
- System License

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 analysis jobs, the number of required tokens (also called "analysis tokens") is determined by the type of analysis being performed and the number of CPUs or cores used in running the analysis job. For execution of simulation workflows, the number of required 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. For SIMULIA Abaqus models, the number of jobs in the Product name is equivalent to the number of concurrent licenses.

<u>Additional Information for Concurrent Based License:</u> Each Licensed Program in Concurrent Based mode requires a unique license feature (sometimes referred to as "interactive tokens") 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 Programs.

<u>Additional Information for System License</u>: SIMULIA Abaqus Models with "site" in the Product name utilize a System License. Geographic locations where System Licenses may be used are specified in the applicable Agreement and Ordering Document.

### **OTHER PERMITTED USES**

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