

LICENSED PROGRAMS TERMS FOR

SIMULIA Abaqus for CATIA V5

Release V5-6R2014

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> ("<u>Agreement</u>"), 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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- <u>PLC/ALC</u>, or
- TBL/ALC, or
- <u>YLC</u>

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

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- Concurrent Based (floating)
- Token Based

The Licensed Programs may be accessed and executed by Users 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. 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

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