

## LICENSED PROGRAMS TERMS FOR

# SIMULIA<sup>®</sup> Isight 5.9 and SIMULIA<sup>®</sup> Execution Engine 5.9

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.

#### **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/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 (i) at the same facility as the <u>License Server</u> or (ii) 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 Isight 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 processor cores used in running the simulation workflow. In case of a new license or a renewal of any license of a Licensed Program, the required number of tokens may be changed in the event of modifications to such Licensed Program. Licensee will receive a license key for each 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 use. Licensee will receive a license key for each License Server which will permit access to the Licensed Programs.

### **OTHER PERMITTED USES**

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