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Oasys Licence Agreement - Additional Terms

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Additional Terms set out here apply to specific types of licence in addition to the [Oasys LS-DYNA Environment Software and FE Model Licence Agreement](#) (from here onwards referred to as the “LA”). They apply to Oasys software and products only. For definitions of all capitalised terms, refer to section 1 DEFINITIONS in the LA.

Where applicable, the type of licence for the purposes of these Additional Terms will be identified in the relevant Licence Form and/or Quotation.

Save as supplemented and/or amended by these Additional Terms the LA remains in full force and effect.

1. Academic Licence

If the Program(s) and/or FE Model(s) are licensed under an Academic Licence then the following Additional Terms apply:

- a) The Program(s) must only be used for academic and research purposes, and not for any proprietary or commercial work.
- b) Licensee and its Contract Users must be an academic institution. In addition to its employees and Contract Users, Licensee may permit individuals who are students at such academic institution to access and use the Program(s) for as long as they remain students with the Licensee. Such students will be considered Contract Users of Licensee.
- c) Program(s) may not be used for competitive analysis (such as benchmarking) or for any commercial activity, including consulting or commercially funded research or project work.
- d) Program(s) may only be accessed and used by Licensee at the Designated Site or any other location within a 50 mile / 80 kilometre radius of the Designated Site.
- e) TECS for Academic Licences are only provided if a corresponding support contract has been separately purchased.. Annual support contracts for Program(s) licensed

under an Academic Licence allow up to a maximum of 25 hours of support time within an annual contract period.

- f) Program(s) licensed under an Academic Licence are restricted to only be used within a single department within the Licensee's institution.
- g) Program(s) licensed under an Academic Licence must only be run from a single server.
- h) Upon request by Licensor, Licensee agrees to submit usage information once per year that identifies and lists the site locations, machine identifiers, time, date, and number of hours of access of all Program(s) per licence of Program to Licensor within twenty days of Licensor's request.
- i) Upon request by Licensor, Licensee agrees to submit copies of all education and/or research materials (including PhD theses and conference papers) created using the Program(s).
- j) Save as supplemented and/or amended by these additional terms the LA remains in full force and effect.

2. Evaluation Licence

If the Program(s) and/or FE Model(s) are licensed under an Evaluation Licence then the following Additional Terms apply:

- a) Licensee will only use the Program(s) and/ or FE Model(s) for the purpose of internal demonstration and evaluation in order to determine whether Licensee desires to purchase a full licence for the Program(s). Licensee shall not use the Program(s) and/ or FE Model(s) under this Evaluation Licence for any production and/or commercial purposes.
- b) Licensor may provide TECS at its sole discretion during the evaluation period.
- c) For the purposes of Evaluation Licences, Clause 8 of the LA is deemed to be replaced with the following:
- d) The Program(s) and/or FE Model(s) are provided strictly on an "as is" basis, without warranty of any kind. To the maximum extent permitted by applicable law, Licensor, its Affiliates and Distributors disclaim all warranties, express, implied, statutory or otherwise, including but not limited to implied warranties of fitness for a particular purpose, merchantability, title, quality, and noninfringement. Licensor, its Affiliates and Distributors expressly disclaim any warranties of any kind with respect to the accuracy, validity, or completeness of any information or features available through the Program(s) and/or FE Model(s), or the quality or consistency of the Program(s) and/or FE Model(s).
- e) Clause 9 is not applicable to Evaluation Licences, and is deemed to be deleted for the purposes of such licences.

- f) The second sentence of Section 10 of the LA is modified to read: “In no event will Licensors, its Affiliates, Distributors, Partners and technology suppliers’ aggregate liability to Licensee exceed the total amount of 5,000.00 GBP.”

3. Partner Licence

If the Program(s) and/or FE Model(s) are licensed under a Partner Licence then the following Additional Terms apply:

- a) Licensee will only use the Program(s) and/ or FE Model(s) for activities that are directly related to the collaborative projects and initiatives agreed upon by both parties in writing. The Program(s) and/ or FE Model(s) may not be used for any purposes outside the scope of the partnership without prior written consent from the Licensor.
- b) Renewal terms for Partner Licences shall be specified in the agreed partnership agreement between the Licensor and Licensee
- c) Licensor may provide TECS at its sole discretion.
- d) The second sentence of Section 10 of the LA is modified to read: “In no event will Licensors, its Affiliates, Distributors, Partners and technology suppliers’ aggregate liability to Licensee exceed the then equivalent total list price cost of licences leased.”

4. Wide Area Network (WAN) Licence

If the Program(s) and/or FE Model(s) are licensed under a WAN Licence then the Licensee and/or Contract Users may only use the Program(s) and/or FE Model(s) within the Region(s) identified in the applicable Licence Form and/or Quotation. Regions may be referred to numerically, in which case the numbers shall mean the following:

- a) Region 1: North American (United States, Canada, Caribbean)
- b) Region 2: Europe, the Middle East and Africa
- c) Region 3a: West, Central and South Asia
- d) Region 3b: North, East and Southeast Asia
- e) Region 4: Central and South America, including Mexico

5. Work from home provisions for Local Area Network (LAN) Licence

If the Program(s) and/or FE Model(s) are licensed under a LAN Licence, if Licensee has employees employed at the Designated Site(s) that work from home or work remotely, then Licensor approves such employees’ access to the Program(s) and/or FE Model(s) shall be

considered within the LAN Licence definition, provided that the following conditions are met:

- a) the employee must be employed by the Licensee in the same country as the Designated Site(s)
- b) use of the Program(s) and/or FE Model(s) must be solely for the Licensee's internal business purposes and subject to the terms of the LA
- c) use of the Program(s) and/or FE Model(s) at locations further from the Designated Site(s) than the defined LAN distance is only permitted for a total period of thirty (30) days per year per user