DASSAULT SYSTEMES LICENSED PROGRAM SPECIFICATIONS (LPS) FOR DYMOLA® Release 2021x

Terms that are initially capitalized are defined in the Glossary - Release 4, available at www.3ds.com/terms/glossary.

1. LIST OF LICENSED PROGRAMS

The list of the Licensed Programs to which this LPS applies is in the Product Portfolio available at http://www.3ds.com/terms/product-portfolio.

References in this LPS to Dassault Systèmes <u>Products</u>, Licensed Programs and/or Program Services (<u>Support Services</u>) do not imply that <u>DS</u> intends to make these available in all countries in which DS operates. Any other documentation with respect to these Licensed Programs, excluding any documentation referenced herein, is provided for reference

Any other documentation with respect to these Licensed Programs, excluding any documentation referenced herein, is provided for reference purposes only and does not extend or modify these specifications.

2. HARDWARE AND SOFTWARE REQUIREMENTS

The DS hardware certification program is available at http://www.3ds.com/support/certified-hardware/.

Hardware and software information for DYMOLA® Release 2021x Licensed Programs are as follows:

2.1 HARDWARE REQUIREMENTS

Hardware requirements for Microsoft® Windows 10 and Linux:

- At least 1 GB RAM
- At least 400 MB disk space

2.2 SOFTWARE REQUIREMENTS

Software requirements for Microsoft® Windows 10 and Linux:

- For the Windows platform, Microsoft C/C++ compiler must be installed separately. Installation instructions in the DYMOLA Installation manual.
- On Linux, DYMOLA® is supported on SUSE Linux (Release 11) and Red Hat Enterprise Linux (Release 6.6) and compatible systems (only 64 bits). Please note that multi-criteria design optimization is not supported on Linux.

3. LICENSED PROGRAM MATERIALS AVAILABILITY

Restricted materials - No.

This Licensed Program is available without Source Code materials. It is available in Object Code only.

4. SUPPLEMENTAL TERMS

4.1 GENERAL RULES

The licenses for the Licensed Programs to which this LPS applies are granted pursuant to the <u>Agreement</u>, and according to one of the following licensing schemes (specifying the authorized use and end-users), as specified in the <u>Product Portfolio</u> if available, and as determined in the applicable <u>Quote</u>:

- Concurrent (or floating) Based
- Machine (or node-lock) Based
- Named User Based

Licenses for the Licensed Programs to which this LPS applies are granted for use on <u>Machines</u> by the <u>Users</u> (and <u>Extended Enterprise Users</u>, as applicable) only in the country for which the licenses are ordered. However, (i) Users, whose usual workplace is located in the same country as the country where such use of the Licensed Programs has been authorized, may use the Licensed Programs in any other country (subject inter alia to the export and re-export laws and regulations provisions of the Agreement) for purposes of a business trip of a maximum of thirty

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Additional terms applicable to Binary Model Export Option

As long as the <u>Binary Model Export Option</u> license is valid, DS grants Licensee a non-exclusive, non-transferable license to use and reproduce the Value Added Technology strictly as integrated in the Binary Output File in order to enable Users (and/or Extended Enterprise Users as applicable) to operate the Binary Output File exclusively for Licensee's internal use. DS grants Licensee a non-exclusive, non-transferable, license to distribute on a worldwide basis to any third parties the Value Added Technology exclusively as integrated in the Binary Output File in order to enable such third parties to operate the Binary Output File exclusively for such third parties' internal use. For the avoidance of doubt, internal use shall include redistribution of the Binary Output File as embedded into Customer's products, but shall exclude redistribution of the Binary Output File as embedded into Customer's products, but shall exclude redistribution of the Binary Output File as embedded into Customer's products, but shall exclude redistribution of the Binary Output File as embedded into Customer's products, but shall exclude redistribution of the Binary Output File as embedded into Customer's products, but shall exclude redistribution of the Binary Output File as embedded into Customer's products, but shall exclude redistribution of the Binary Output File as embedded into Customer's products, but shall exclude redistribution of the Binary Output File as embedded into Customer's products, but shall exclude redistribution of the Binary Output File as embedded into Customer's products, but shall exclude redistribution of the Binary Output File as embedded into Customer's products, but shall exclude redistribution of the Binary Output File as embedded into Customer's products, but shall exclude redistribution of the Binary Output File as embedded into Customer's products, but shall exclude the Binary Output File as embedded into Customer's products, but shall exclude the Binary Output File as embedded into Customer's products,

Additional terms applicable to Real Time Simulation Option

As long as the <u>Real Time Simulation Option</u> license is valid, DS grants Licensee a non-exclusive, non-transferable license to use, reproduce and modify (solely for the purpose of improving, adapting to Licensee's needs and bug fixing of the Obfuscated Source Code) the Value Added Technology strictly as integrated in the Obfuscated Source Code in order to enable Users (and/or Extended Enterprise Users as applicable) to operate the Obfuscated Source Code exclusively for Licensee's internal use. In addition, and as long as the license on the Real Time Simulation Option is valid, DS grants Licensee a non-exclusive, non-transferable license to distribute on a worldwide basis to any third parties the Value Added Technology integrated in the Obfuscated Source Code exclusively as embedded in a Licensee Application for such third parties' internal use. For the avoidance of doubt, internal use shall include redistribution of the Source Code Output File as embedded into Customer's products, but shall exclude redistribution of the Source Code Output File alone.

5. OTHER PERMITTED USES FOR LICENSED PROGRAMS

USE FOR CERTAIN SERVICES

Except for <u>Development Tool Kit</u>, Licensee is authorized to use the Licensed Programs for 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 (1) 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 application service provider, or (2) install and/or operate and/or give access to the Licensed Programs on any hardware and/or software environment owned by or under control of any third party unless otherwise expressly authorized in the Agreement, or (3) represent or imply to any party that it is an authorized or certified provider of services for DS. Licensee shall indemnify and defend 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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EDUCATIONAL ALLOWANCE AVAILABILITY

The standard educational allowance does not apply to the Licensed Programs to which this LPS applies.

6. SPECIFIC TERMS FOR THIRD PARTY COMPONENTS

The specific terms relating to the use of certain third party components or products not developed by or for a DS Group Company and granted to Licensee to be used in connection with or within a Licensed Program are defined hereafter:

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Moreover, some open source components may not be distributed and licensed under the terms of the Agreement but under the terms of their original licenses as set forth in the Documentation of the Licensed Programs themselves.

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6.2 ADDITIONAL THIRD PARTY TERMS

The following terms apply in addition to the Agreement:

Redistributables and/or other files of the Qtitan Ribbon component (including any portions thereof) may not be used in programs created by the Customer (or Licensee) and may not be further redistributed by the Customer (or Licensee).

7. SPECIFICITIES

7.1 TYPE/DURATION OF PROGRAM SERVICES (also referred to as "SUPPORT SERVICES")

Support Services means the maintenance, enhancement and other support services related to a Licensed Program as described at http://www.3ds.com/terms/support-policies

7.2 DESIGNATED MACHINE IDENTIFICATION

No

7.3 TEST PERIOD

No

8. SECURITY MECHANISMS

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10. WARRANTY

The Licensed Programs are warranted as specified in the Agreement.

These Licensed Program Specifications may be updated from time to time and such updates may constitute a change in specifications. Following the discontinuance of all Program Services (Support Services), this Licensed Program will be provided "As Is" as specified in the Agreement.

11. ADDITIONAL DEFINITIONS

The following definitions supplement those of the Glossary - Release 4, available at www.3ds.com/terms/glossary.

NONE

12. TRADEMARKS

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