

# DASSAULT SYSTEMES

## LICENSED PROGRAM SPECIFICATIONS (LPS) FOR CST Studio Suite Release 2023

Terms that are initially capitalized are defined in the Glossary - Release 6, available at <https://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 <https://www.3ds.com/terms/product-portfolio/licensed-programs>.

References in this LPS to Dassault Systèmes [Products](#), Licensed Programs and/or Program Services ([Support Services](#)) do not imply that DS 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 purposes only and does not extend or modify these specifications.

### 2. HARDWARE AND SOFTWARE REQUIREMENTS

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

Hardware information for CST Studio Suite Release 2023 Licensed Programs is available at <https://www.3ds.com/support/hardware-and-software/simulia-system-information/cst-studio-suite-opera/cst-studio-suite/>.

Software information for CST Studio Suite Release 2023 Licensed Programs is available at <http://updates.cst.com/downloads/CST-OS-Support.pdf>.

### 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 [Agreement](#), and according to one of the following licensing schemes (specifying the authorized use and end-users), as specified in the [Product Portfolio](#) if available, and as determined in the applicable [Quote](#):

- [Concurrent \(or floating\) Based](#)
- [Machine \(or node-lock\) Based](#)
- [Token Based](#)

Licenses for the Licensed Programs to which this LPS applies are granted for use on [Machines](#) by the [Users](#) (and [Extended Enterprise Users](#), as applicable) only at the Site(s) in the country as identified in the Agreement and 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 (30) consecutive days and (ii) DS may authorize, on a case-by-case basis, the use of certain Licensed Programs by the Users (and Extended Enterprise Users, as applicable) on a Remote Access mode.

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- shall not be used standalone and/or for other purposes than the ones for which such Licensed Program has been marketed and granted to [Licensee](#) by DS.

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## **4.2 SPECIFIC PROVISIONS FOR CERTAIN LICENSED PROGRAMS**

### **CST Studio Suite Package 5CB-S2K (Concurrent Based):**

The *CST Studio Suite Package (5CB-S2K)* Licensed Program is composed of the *Solver Process (5CT-S2P)* Licensed Program which is a solver compute service made of several specific solvers, and of the user interface *CST Studio Suite Frontend (5CP-S2F)* Licensed Program. Any *CST Studio Suite Frontend* User can access and use any Licensee's *Solver Process* Licensed Programs. The number of concurrent simulation jobs used at a given time cannot exceed the total number of *Solver Process* Licensed Programs.

### **CST Studio Suite Package 5MB-S2K-N (Machine Based):**

The *CST Studio Suite Package (Nodelock) (5MB-S2K-N)* Licensed Program is composed of the *Solver Process (Nodelock) (5MP-S2P-N)* Licensed Program which is a solver compute service made of several specific solvers, and the user interface *CST Studio Suite Frontend (Nodelock) (5MP-S2F-N)* Licensed Program. A *CST Studio Suite Frontend (Nodelock)* Licensed Program can only be used from the Machine on which it is installed and cannot be used from a remote desktop connection session. A *CST Studio Suite Frontend (Nodelock)* User can access the solver capability of any *Solver Process (Nodelock)* Licensed Programs installed on the same Machine. The number of concurrent simulation jobs used at a given time cannot exceed the total number of *Solver Process (Nodelock)* Licensed Programs.

### **CST Studio Suite Frontend 5MP-S2F-N (Nodelock):**

A *CST Studio Suite Frontend (Nodelock)* Licensed Program can only be used from the Machine on which it is installed and cannot be used from a remote desktop connection session.

### **CST Studio Suite Opera 2D 5MP-OP2-N (Nodelock):**

A *CST Studio Suite Opera 2D (Nodelock)* Licensed Program can only be used from the Machine on which it is installed and cannot be used from a remote desktop connection session.

## **5. OTHER PERMITTED USES FOR LICENSED PROGRAMS**

### **USE FOR CERTAIN SERVICES**

Except for [Development Tool Kit](#), Licensee is authorized to use the Licensed Programs for added-value engineering or implementation services. 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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For certain Licensed Programs as identified in the Product Portfolio and subject to all terms and conditions of the Agreement and this LPS, Licensee is authorized to give access to its licenses of such Licensed Programs to Extended Enterprise Users for the sole and exclusive purpose of enabling the Extended Enterprise Users to conduct business with Licensee, provided that use of the Licensed Programs by any such Extended Enterprise User shall be limited to use (i) solely as configured and deployed by Licensee and (ii) solely in connection with the Extended Enterprise User's performance of services for and on behalf of Licensee, and not for such Extended Enterprise User's own or another's account or for the purpose of hosting, modifying, or otherwise using or maintaining the Licensed Programs.

### **OUTSOURCING TO A THIRD PARTY**

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In addition to all terms and conditions of the Agreement and all other provisions of this LPS, Licensee agrees that it is responsible for ensuring that any use of the Licensed Programs by all Users, and, if applicable all Named Users and/or Extended Enterprise Users, shall at all times be in compliance with the terms and conditions of the Agreement, and any breach by Extended Enterprise Users (if applicable) of the terms of this Agreement shall also be deemed a breach by Licensee.

## **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:

### **6.1 OPEN SOURCE COMPONENTS**

The Licensed Programs may include open source components. Whenever notices (such as acknowledgment, copies of licenses or attribution notice) are required by the original licensor, such notices are included in the Documentation of the Licensed Programs.

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### **6.2 ADDITIONAL THIRD PARTY TERMS**

The following terms apply in addition to the Agreement:

#### ➤ Würth Elektronik for CST Studio Suite

1. The Würth Elektronik for CST Studio Suite library is being provided solely for informational purposes. Please refer to the product specifications in order to gain detailed characteristics of such products.
2. In no event shall Würth Elektronik eiSos GmbH & Co. KG be liable for any loss or damage arising, directly or indirectly, from the use of any information contained in the Würth Elektronik for CST Studio Suite library models, including, but not limited to loss or damages arising from any inaccuracies, omissions or errors in connection with such information.
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➤ VISA libraries

VISA libraries are not provided as part of CST Studio Suite.

The use of VISA libraries in conjunction with CST Studio Suite is subject to the acceptance by the Licensee of the IVI Foundation license agreement.

The aforementioned IVI Foundation license agreement can be obtained from the IVI Foundation and shall only bind Licensee and the IVI Foundation.

➤ Matlab Compiler Runtime Libraries

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- Licensee is prohibited from making copies of the MCR Libraries accessible to any third party.
- Licensee may not modify or remove any license agreement file (Mathworks or third-party) that is included with the MCR Libraries

## 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 <https://www.3ds.com/terms/support-policies>.

### 7.2 DESIGNATED MACHINE IDENTIFICATION

No

### 7.3 TEST PERIOD

No

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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 definition supplements those of the Glossary - Release 6, available at <https://www.3ds.com/terms/glossary>.

**Site** means a single building or group of buildings that constitutes a consistent business unit located at the same address belonging to a Licensee and under its sole control or supervision. The Site(s) are identified in the Agreement.

## 12. TRADEMARKS

CST, CST STUDIO SUITE, CST MICROWAVE STUDIO, CST EM STUDIO, CST PARTICLE STUDIO, CABLE STUDIO, PCB STUDIO, MPHYSICS, MICROWAVE STUDIO, CST EMC STUDIO, EM STUDIO, EMC STUDIO, CST BOARDCHECK, PARTICLE STUDIO, STUDIO SUITE, PERFECT BOUNDARY APPROXIMATION (PBA), the CST logo, ANTENNA MAGUS, the FEST3D logo, the SPARK3D logo and the trademarks listed in the Dassault Systèmes Trademarks section at <https://www.3ds.com/legal-information> are commercial trademarks or registered trademarks of Dassault Systèmes, a French "société européenne" (Versailles Commercial Register # B 322 306 440), or its subsidiaries in the United States and/or other countries. All other trademarks are owned by their respective owners. Use of any Dassault Systèmes or its subsidiaries trademarks is subject to their express written approval.

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