DASSAULT SYSTEMES LICENSED PROGRAM SPECIFICATIONS (LPS) FOR SIMULIA® Isight and SIMULIA Execution Engine Releases 2019

Terms that are initially capitalized are defined in the Glossary - Release 3, 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 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 SIMULIA® Isight and SIMULIA Execution Engine Release 2019 Licensed Programs are available at http://www.simulia.com/support/sup_systems_info.html.

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
- System License
- Token Based

The Licensed Programs may be accessed and executed by Users whose usual workplace is (i) at the same facility as the License Server or (ii) on the Machines 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 Quote. Within the parameters of the Quote, subject to the restrictions described in this LPT, Licensee may from time to time designate the License Server(s) for which license keys shall be provided to other Machine(s).

Licensee shall promptly provide Dassault Systèmes with usage reports when requested.

It is agreed that, notwithstanding anything to the contrary provided in the <u>Documentation</u>, software components packaged and delivered by DS as part of a given Licensed Program:

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Additional Information for Concurrent Based license: 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 Program(s).

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 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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6.2 ADDITIONAL THIRD PARTY TERMS

The following terms apply in addition to the Agreement:

NONE

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 <u>DESIGNATED MACHINE IDENTIFICATION</u>

No

7.3 TEST PERIOD

No

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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 3, available at www.3ds.com/terms/glossary.

NONE

The following definitions supersede the definition of the Glossary - Release 3, available at www.3ds.com/terms/glossary.

Concurrent (or **Floating**) **Based**. Use of a Licensed Program in Concurrent Based mode is authorized for a maximum number of simultaneous uses.

System License is a license that enables specific Licensed Programs (referred to for purposes of this definition only as "System Licensed Program") that work in conjunction with other Licensed Programs which use a Concurrent or Token Based licensing scheme (referred to for purposes of this definition only as "Other Licensed Programs"). One System License allows one or more Users to use a number of instances of the System Licensed Program simultaneously on the License Server or on Machines with access to the License Server. The authorized number of instances of System Licensed Programs which the Licensee may use simultaneously is limited by the number of Concurrent licenses or Token Based licensed by the Licensee for the Other Licensed Programs that are used in conjunction with the System Licensed Program. SIMULIA Abaqus Models with "site" in the Licensed Program name utilize a System License. Geographic locations where System Licenses may be used are specified in the applicable Agreement and Quote.

Token Based. Certain Licensed Programs contain a token based network license management system that regulates authorized use of the Licensed Program. Such system controls the type and number of computation jobs, interactive sessions and/or interface products that may be run simultaneously. The number of required tokens shall be determined, as described in the Product Portfolio, by the type of computation being performed and the number of computer processing units or cores used in running the computation job. In case of new or renewal of any Licensed Program, the required number of tokens may be changed in the event of modifications to such Licensed Program. The use of a Token Based Licensed Program may be subject to additional or different terms and conditions described in the Product Portfolio. Tokens may be required in addition to any other licensing scheme pursuant to which the use of a Licensed Program is granted.

12. TRADEMARKS

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