

DASSAULT SYSTEMES

LICENSED PROGRAM SPECIFICATIONS (LPS) FOR SIMULIA Opera on CST Studio Suite Release 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 [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 <http://www.3ds.com/support/certified-hardware/>.

2.1 HARDWARE REQUIREMENTS

- At least 4 GB of memory, though more is recommended for larger models
- 5-10 GB of free disk space
- OpenGL 2.0, or above, compatible dedicated graphics card, with hardware acceleration to enhance performance:
 - Successfully tested with NVIDIA® Quadro® graphics cards
 - When used across Windows Remote Desktop Connection (RDC) on Windows 7, the graphics driver on the host machine needs to support OpenGL hardware acceleration on RDC
- A suitable PDF reader to be able to view and print the PDF documentation

2.2 SOFTWARE REQUIREMENTS

- The following Windows 64-bit operating systems are supported: Windows 10, Windows 7, Windows Server 2016, Windows Server 2012 R2 and Windows Server 2008 R2
- The following Linux 64-bit operating systems are supported: Red Hat Enterprise Linux 7 (Only the current minor version) and is expected to work on other recent 64-bit Linux distributions

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.

It is agreed that, notwithstanding anything to the contrary provided in the [Documentation](#), software components packaged and delivered by DS as part of a given Licensed Program:

- shall solely be used together and as part of such Licensed Program and
- 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.

If a patent invention is implemented in the Licensed Programs for which a right to use is granted pursuant to the Agreement, DS hereby grants Licensee a non-exclusive license on the applicable patent limited to the use of such Licensed Program.

4.2 **SPECIFIC PROVISIONS FOR CERTAIN LICENSED PROGRAMS**

Notwithstanding anything contrary in the definitions of the Licensing Schemes

Concurrent Based Computation:

Any Concurrent Based SIMULIA Opera Solver grants the right to execute one (1) simultaneous simulation job. Any SIMULIA Opera User can execute several simultaneous simulation jobs by accessing several SIMULIA Opera Solvers. The number of a given type of simulation jobs executed simultaneously cannot exceed the total number of SIMULIA Opera Solver licenses required to execute such a job.

Machine Based Computation:

SIMULIA Opera Machine Based Licensed Programs can only be used from the Machine on which it is installed and cannot be used from a remote desktop connection session. Users can access the solver capability of any SIMULIA Opera Solver installed on the same Machine. The number of a given type of simulation jobs executed simultaneously cannot exceed the total number of SIMULIA Opera Solver licenses required to execute such a job.

Wildcard use:

Opera 3D Wildcard (5CP-O3W or 5MP-O3W-N) or Opera 2D Wildcard (5CP-O2W or 5MP-O2W-N) Licensed Programs can be used to run an additional copy of any SIMULIA Opera Solver for which Licensee has a license under the same conditions as the given SIMULIA Opera Solver.

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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LICENSEE'S RESPONSIBILITY. 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.

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.

Source code for open source software components is available upon request. The warranty and indemnification provided by DS under the Agreement does NOT apply to all open source components. The original licensors of said open source components provide them on an "as is" basis and without any liability whatsoever to Licensee.

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 DESIGNATED MACHINE IDENTIFICATION

No

7.3 TEST PERIOD

No

8. SECURITY MECHANISMS

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9. SOFTCOPY PUBLICATIONS

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To support authorized use of the Licensed Program, printed copies of the displayable or source material may be made if the copyright notice and any other legend of ownership is reproduced on each copy or partial copy.

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 definition supplements those of the Glossary - Release 3, available at www.3ds.com/terms/glossary.

SIMULIA Opera Solver(s) means a Licensed Program containing 'solver' in its name.

12. TRADEMARKS

CST, CST STUDIO SUITE, CST MICROWAVE STUDIO, CST EM STUDIO, CST PARTICLE STUDIO, CABLE STUDIO, PCB STUDIO, MPHYSICS, MICROSTRIPES, MICROWAVE STUDIO, CST EMC STUDIO, EM STUDIO, EMC STUDIO, CST BOARDCHECK, PARTICLE STUDIO, STUDIO SUITE, PERFECT BOUNDARY APPROXIMATION (PBA), the CST logo, MWS, ANTENNA MAGUS, the FEST3D logo, the SPARK3D logo, 3DEXPERIENCE, the Compass logo and the 3DS logo, CATIA, SOLIDWORKS, ENOVIA, DELMIA, SIMULIA, GEOVIA, EXALEAD, 3D VIA, BIOVIA, NETVIBES, IFWE and 3DEXCITE 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 U.S. 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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