

Licensed Program Specifications (LPS)

SIMULIA® Abaqus® 6.14-AP

Terms that are initially capitalized are defined in the Glossary - Release 1, available at www.3ds.com/terms/glossary

A list of SIMULIA Abaqus 6.14-AP software products is available in the Product Portfolio under SIMULIA Abaqus Unified FEA on Dassault Systèmes website: www.3ds.com/terms/product-portfolio

Hardware and Software Requirements

Hardware and software information for SIMULIA Abaqus 6.14-AP Licensed Programs is available on the following website:

http://www.simulia.com/support/sup_systems_info.html

Licensed Program Materials Availability

Restricted materials - No. This Licensed Program is available without source Licensed Programs materials. It is available in object code only.

Supplemental Terms

The License Management Model

The following license types are available for this Licensed Program:

- Concurrent Based (floating)
- System License
- Token Based

The Licensed Program may be accessed and executed by <u>Users</u> whose usual workplace is at the same facility as the <u>License Server</u> or on the <u>Machines</u> 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 <u>Quote</u>.

Within the parameters of the Quote, Licensee may from time to time designate the License Server(s) for which license keys shall be provided and from which tokens shall be available to other machine(s) subject to the restrictions described in this LPS.

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

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.

Academic use licenses for Licensed Programs in the SIMULIA Academic Teaching Suite (Q9T) Release 6.14-AP may be used only for teaching and not for any research purposes.

<u>Number of tokens</u>: For analysis jobs, the number of required tokens is determined by the type of analysis being performed and the number of processor cores used in running the analysis job. For execution of simulation workflows, the number of required tokens is determined by the number and type of components in the simulation workflow and the number of processor cores used in running the simulation workflow. In case of a new license or a renewal of any license of a Licensed Program, the required number of tokens may be changed in the event of modifications to such Licensed Program. Licensee will receive a license key for each License Server which will permit access to the Licensed Programs. Licensee keys include the agreed number and type of tokens for the Licensed Programs. The Licensed Programs, license tokens and applicable fees are specified in the Transaction Document. For SIMULIA Abaqus models, the number of jobs in the DS Offering name is equivalent to the number of concurrent licenses.

<u>Additional information for Concurrent Based license</u>: Each Licensed Program in Concurrent Based mode requires a unique license feature for each concurrent use of the Licensed Programs. Licensee will receive a license key for each License Server which will permit access to the Licensed Programs.

<u>Additional information for System license</u>: SIMULIA Abaqus models with "site" in the Product name utilize a System License. Geographic locations where System Licenses may be used are specified in the applicable Agreement and Ordering Document.

Other Permitted Uses

USE FOR CERTAIN SERVICES. Except for <u>Development Tool Kits</u>, Licensee is authorized to use such Licensed Program for added-value engineering and/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 Program. In any event, Licensee may not (A) use the Licensed Program 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 applications service provider, or (B) install and/or operate the Licensed Program on any hardware and/or software environment owned by or under control of any third party (except as set forth below in "Outsourcing To a Third Party"), or (C) represent or imply to any party that it is an authorized or certified provider of services for Dassault Systèmes. Licensee shall indemnify, defend and hold harmless 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 Program with third party end users.

OUTSOURCING TO A THIRD PARTY. Licensee is authorized to execute the Licensed Program remotely on computers operated by third parties, provided that only duly authorized Users, and/or Extended Enterprise Users if applicable, shall have access to the Licensed Program. Licensee may appoint a third party, such as an outsourcer, to operate the hardware on which the Licensed Program is installed, on behalf of Licensee, only if (i) Licensee does not assign the Agreement or any licenses granted thereunder, in whole or in part, to the third party, (ii) the third party and Licensee enter into a written Agreement under which the third party agrees that its access to and use of the Licensed Program is subject to all of the grant of license, confidentiality, restrictions, and limitations on use provisions of the Agreement, and (iii) such third party is not a competitor of any DS Group Company. Licensee acknowledges and agrees that the third party shall be deemed an agent of Licensee. If Licensee becomes aware of any actual or suspected unauthorized use or disclosure of the Licensed Program, Licensee shall immediately terminate the third party's access to and use of the Licensed Program. Licensee shall indemnify, defend, and hold harmless Dassault Systèmes against any claim, expense, judgment, damage, or loss (including reasonable attorneys' fees) which arises out of or in any way relates to each third party's access to or use of the Licensed Program.

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 Program by all Users, Named Users and/or Extended Enterprise Users if applicable shall at all times be in compliance with the terms and conditions of the Agreement. Any breach of the terms of this Agreement by Extended Enterprise Users if applicable, shall also be deemed a breach by Licensee.

<u>Type/Duration of Program Services(also referred to as</u> <u>"Support Services")</u>

You will find all necessary information including processes, on Dassault Systèmes website:

http://www.3ds.com/terms/support-policies

Designated Machine Identification

No

Specific Terms for Third Party Software

The specific terms relating to the use of certain third party software 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:

Open Source Software

The Licensed Programs may include open source software 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.

The following components are not distributed and licensed under the terms of the Agreement but under the terms of their original licenses set forth in the Documentation and/or notice files in the Licensed Programs themselves. Source code for these components is available upon request.

Under the GNU LESSER GENERAL PUBLIC LICENSE version 2.1, available at <u>http://opensource.org/licenses/LGPL-2.1</u>:

Fox Toolkit ML jRegistryKey Paramiko Jfreechart Jcommon

Under the GNU GENERAL PUBLIC LICENSE version 3, available at <u>http://opensource.org/licenses/GPL-3.0</u>, with the addition under section 7 of an exception described in the "GCC Runtime Library Exception, version 3.1", available at <u>http://gcc.gnu.org/onlinedocs/libstdc++/manual/license.html</u> : GCC

Under the ECLIPSE PUBLIC LICENSE version 1.0, available at <u>http://www.eclipse.org/legal/epl-v10.html</u>: Eclipse Rich Client Platform ML

The warranty and indemnification provided by DS under the Agreement does NOT apply to all such open source software components. Support Services provided by DS under the Agreement apply to open source software components and shall be provided by DS and not by the original licensor, but only for the use of the Licensed Programs that is in compliance with the terms of the Agreement, and in conjunction with the Licensed Programs. The original licensors of said open source software components provide them on an "as is" basis and without any liability whatsoever to Licensee.

Additionnal Third Party Software Terms

The following terms apply in addition to the Agreement:

None.

Exclusions

The IBM MPI Community Edition component is not licensed under the terms of the Agreement but under the terms of the IBM International License Agreement for Non-Warranted Programs. The warranty, indemnification and Support Services provided by DS under the Agreement are not applicable to this component.

Test Period

No

Security Mechanisms

Dassault Systèmes and its affiliated companies take all legal steps to eliminate piracy of their software products. In this context, the Licensed Programs may include a security mechanism that can detect the installation or use of illegal copies of the Licensed Programs, and collect and transmit data about those illegal copies only (including IP and MAC addresses). Data collected will not include any Licensee data created with the Licensed Programs. By using the Licensed Programs, Licensee consents to such detection and collection of data, as well as its transmission and use if an illegal copy is detected. Dassault Systèmes also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to the Licensed Programs. Use of any Licensed Programs without any required lock device or authorization key provided by Dassault Systèmes is prohibited.

Softcopy Publications

The Licensed Program may include licensed publications in displayable or source form. Except as provided in this section, the terms and conditions of the Agreement with Dassault Systèmes apply to these publications and to any copies that are made from them.

The licensed publications may be used in displayable or source form on all machines designated for this Licensed Program. The licensed publications may also be copied and used on other machines in support of authorized use of this Licensed Program.

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. $^{\perp}$

Warranty

The Licensed Program is warranted as specified in the Agreement with Dassault Systèmes.

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 with Dassault Systèmes.

Trademarks

Abaqus, **3D**EXPERIENCE, the Compass logo and the 3DS logo, CATIA, SOLIDWORKS, ENOVIA, DELMIA, SIMULIA, GEOVIA, EXALEAD, 3D VIA, BIOVIA and NETVIBES are commercial trademarks or registered trademarks of Dassault Systèmes S.A. 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 S.A. or its subsidiaries trademarks is subject to their express written approval.

Licensed Programs and services names may be trademarks or service marks of Dassault Systèmes S.A. or its subsidiaries.



References in this publication to Dassault Systèmes Products, Licensed Programs and/or Program Services (Support Services) do not imply that Dassault Systèmes intends to make these available in all countries in which Dassault Systèmes operates.

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