

DASSAULT SYSTEMES LICENSED PROGRAM SPECIFICATIONS (LPS) FOR SIMULIA® Abaqus® 2018

Terms that are initially capitalized are defined in the Glossary - Release 2, 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/>.

Hardware and software information for SIMULIA Abaqus 2018 Licensed Programs are available at <http://www.3ds.com/support/certified-hardware/simulia-system-information/>.

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 \(floating\) 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 [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

Number of tokens: 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. License 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.

Additional Information for Concurrent Based License: 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.

Additional Information for System License: 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.

Academic use licenses for Licensed Program in the SIMULIA Academic Teaching Suite (5TP-Q9T) Release 2018 may be used only for teaching and not for any research purposes.

Licensed Programs SIMULIA Academic Research Execute Tokens (5TP-QXT-1EDU and 5TP-QXT-2EDU) are exclusively authorized when using the Licensed Program SIMULIA Academic Research Suite (5TP-QRX). Licensed Program SIMULIA Academic Teaching Execute Tokens (5TP-QTT) is exclusively authorized when using the Licensed Program SIMULIA Academic Teaching Suite (5TP-Q9T).

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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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 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:

6.1 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 or Program Directory (PDir) of the Licensed Programs.

Moreover, some 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 or Program Directory (PDir) of the Licensed Programs themselves. Source code for these components is available upon request.

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.

6.2 ADDITIONAL THIRD PARTY SOFTWARE TERMS

The following terms apply in addition to the Agreement:

NONE

6.3 EXCLUSIONS

The Support Services provided by DS under the Agreement are not applicable to open source software components listed hereunder:

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.

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

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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 are supplementary to the Glossary - Release 2, available at www.3ds.com/terms/glossary.

License Server means the Machine for which license keys are authenticated, and from which tokens shall be available to other Machines, if applicable.

Remote Access means, if so specified in the Product Portfolio, that Users and/or Extended Enterprise Users may access and use the Licensed Program remotely via the Internet from any country (subject inter alia to the export and re-export laws and regulations provisions of the Agreement).

The following definition supersedes the definition of the Glossary - Release 2, available at www.3ds.com/terms/glossary.

Token Based. Use of a Licensed Program granted in Token Based mode provides a right to use a determined number of tokens for the duration of the license. Tokens are reserved for one use at a time and when released, are available for other uses. The quantity of tokens required for a given use of the Licensed Program is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such Licensed Program. Pool of tokens of same type can be accessed and used simultaneously by one or several authorized Users and/or Extended Enterprise Users and/or Machines, as applicable within the limit of the number of available tokens. Tokens of given type(s) may be required to enable use of other Licensed Program.

12. TRADEMARKS

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