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## Licensed Program Specifications (LPS)

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### SIMULIA® Tosca Structure 7.3 and SIMULIA® Tosca Fluid 2.3

Terms that are initially capitalized below are defined in the Glossary - Release 1, available at [www.3ds.com/terms/glossary](http://www.3ds.com/terms/glossary).

This LPS covers the following SIMULIA® Tosca Structure 7.3 and SIMULIA® Tosca Fluid 2.3 Licensed Programs:

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## Hardware & Software Requirements

Hardware and software information is available on the following website:

<http://www.3ds.com/support>

- Select "[Certified Hardware](#)"
  - Select "[SIMULIA Systems Information](#)"
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## Licensed Program Materials Availability

- Restricted materials - No. This [Licensed Program](#) is available without source licensed program materials. It is available in object code only.
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## Supplemental Terms

## **Licensing Schemes & Geographic Scope**

The licenses on the Licensed Program to which this LPS applies are granted pursuant to the Agreement with Dassault Systèmes for the following usage and authorized users as such terms are defined in the Glossary - Release 1.

- [System License](#)
- [Concurrent Based](#)

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

Licensee shall promptly provide DS with usage reports when requested.

Additional Information for Concurrent Based License: Those SIMULIA Tosca Structure 7.3 Licensed Programs with “Triple License”, “Double License” or “Single License” in the Licensed Programs’ name or SIMULIA Tosca Fluid 2.3 with “Fluid Topo Basic” in the Licensed Programs’ name are collectively called “Optimization Offers” and are licensed as described below:

Each Optimization Offer supports one or more of the following types of optimizations: “Topology”, “Shape”, or “Bead” (collectively “Optimization Types”) depending on the Optimization Offer licensed and includes one solver access.

The license grant authorizes one concurrent use per Optimization Offer, the same User running several Optimization Offers, on the same Machine, (even of the same Optimization Type), needs to have several licenses.

Within one Optimization Offer, only one Optimization Type can be used at a time, and consequently different Optimization Types must be used alternatively.

The solver access included in any of the Optimization Offers can be used in conjunction with more than one Optimization Offer. The solver access is limited by the total number of Optimization Offers licensed.

Additional Information for System License: A Licensed Program granted under a System License mode can be simultaneously used by the Users of Optimization Offers. As a consequence, the total number of simultaneous uses of the Licensed Programs in System License mode is limited by the total number of Optimization Offers licensed.

## **Other Permitted Uses**

**USE FOR CERTAIN SERVICES.** Except for [Development Tool Kits](#), 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, 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.

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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 if applicable, 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.

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## **Type/Duration of Program Services (also referred to as “Support Services”)**

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

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

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## **Designated Machine Identification**

No

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## **Separately Licensed Code**

### **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 <http://www.gnu.org/licenses/old-licenses/lgpl-2.1.en.html>:

GCC  
Paramiko  
Jfreechart  
Jcommon

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

## Eclipse Rich Client Platform

Except for components mentioned in the section “EXCLUSIONS” below, the warranty and Support Services provided by DS under the Agreement apply to all such 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.

### **Additional Third Party Terms Software**

The following terms apply in addition to the Agreement:

None.

### **Exclusions**

The warranty, indemnification and Support Services provided by DS under the Agreement are not applicable to third party software components mentioned hereunder:

- tclap
- Flann
- HDF5
- HDFview
- ACE
- MPICH2
- Xerces
- Xalan
- GCC
- Perl
- Log::Log4perl
- File::Copy::Recursive
- Python
- pexpect
- paramiko
- pycrypto
- optparse
- Java
- Jfreechart
- jcommon
- net.quies.math.plot
- Eclipse Rich Client Platform

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## **Test Period**

No

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## **Security Mechanisms**

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## **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.

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**Footnotes:**

[1](#)

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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.

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