DASSAULT SYSTEMES
LICENSED PROGRAM SPECIFICATIONS (LPS) FOR
SIMULIA XFlow Release 2022x

Terms that are initially capitalized are defined in the Glossary - Release 5, 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/licensed-programs.

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 XFlow Release 2022x Licensed Programs are as follows:

2.1 HARDWARE REQUIREMENTS

Minimum Requirements	Recommended
4 cores processor	12-24 cores processor
6 GB of RAM memory	12-24 GB of RAM memory
500 GB of hard disk	More than 1 TB of hard disk
512 MB graphics card and OpenGL >= 1.1	1 GB high-end graphics card and OpenGL >= 3.1
For GPU computing, Nvidia GPU card with CUDA Driver >= 440.33 is required	For GPU computing, Nvidia GPU card with CUDA Driver >= 440.33 is required
For multi-GPU computing: OpenMPI = 4.0.X compiled with UCX support (UCX = 1.9.0); UCX should be built including GDRcopy (GDRcopy = 2.1)	For multi-GPU computing: OpenMPI = 4.0.X compiled with UCX support (UCX = 1.9.0); UCX should be built including GDRcopy (GDRcopy = 2.1) NV-link support for inter-GPU connection is preferred for performance

2.2 SOFTWARE REQUIREMENTS

Minimum Requirements	Recommended
Windows 7 x64 / Windows 10 x64 / Linux x64 (*)	Windows 10 x64 / Linux x64 (*)

(*) Linux needs Centos/RHEL >= 7 with GLIBC >= 2.15

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
➢ 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

SIMULIA XFlow:
The Licensed Programs listed in the table below are licensed as Token Based and include the solver compute services based on the number of computer processing units or cores used in running a computation job, and grant access to corresponding number of *XFlow User Interface (GUI) (5CP-XFG)* Licensed Program(s) as defined hereinafter:

Licensed Program Name	Product Number	Maximum Number of cores	Number of 5CP-XFG Licensed Program(s)
XFlow Entry 8	*5TB-XFD-8*	8	1
XFlow Standard 16	*5TB-XFD-16*	16	2
XFlow Standard 32	*5TB-XFD-32*	32	2
XFlow Premium 64	*5TB-XFD-64*	64	4
XFlow Premium 128	*5TB-XFD-128*	128	4
XFlow Premium 192	*5TB-XFD-192*	192	4
XFlow Premium 256	*5TB-XFD-256*	256	6
XFlow Premium 384	*5TB-XFD-384*	384	6
XFlow Premium 512	*5TB-XFD-512*	512	6

Any User of *XFlow User Interface (GUI)* Licensed Program can access the cores of any Licensed Program listed in the table hereinabove. The sum of the number of cores for all the concurrent jobs used at a given time cannot exceed the total of the maximum number of cores authorized for the use of the corresponding Licensed Programs.

SIMULIA Academic:
Research
The Licensed Programs listed in the table below are licensed as Token Based and include the solver compute services based on the number of computer processing units or cores used in running a computation job, and grant access to corresponding number of *XFlow Research GUI (5CP-XFG-R)* Licensed Program(s) as defined hereinafter:

Licensed Program Name	Product Number	Maximum Number of cores	Number of 5CP-XFG-R Licensed Program(s)
SIMULIA Academic XFlow Research 32	*5TB-XFR-32*	32	1
SIMULIA Academic XFlow Research 256	*5TB-XFR-256*	256	1

Any User of *XFlow Research GUI* Licensed Program can access the cores of any Licensed Program listed in the table hereinabove. The sum of the number of cores for all the concurrent jobs used at a given time cannot exceed the total of the maximum number of cores authorized for the use of the corresponding Licensed Programs.

Teaching

The Licensed Programs listed in the table below, licensed as Concurrent Based, grant access to the corresponding number of *XFlow User Interface (GUI) (5CP-XFG)* Licensed Program(s) as defined hereinafter and include solver compute services:

Licensed Program Name	Product Number	Maximum Number of cores	Number of 5CP-XFG Licensed Program(s)
SIMULIA Academic XFlow Teaching Base Pack	*5CB-XFU-20*	20 x 8	20
SIMULIA Academic XFlow Teaching Supplemental Pack	*5CB-XFU-10*	10 x 8	10

Any *XFlow User of User Interface (GUI) (5CP-XFG)* Licensed Program can access a maximum of eight (8) cores. The Licensed Programs listed in the table hereinabove may only be used for teaching purposes and not for any research purposes.

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.

EXTENDED ENTERPRISE USERS

For certain Licensed Programs as identified in the Product Portfolio and subject to all terms and conditions of the Agreement and this LPS, Licensee is authorized to give access to its licenses of such Licensed Programs to Extended Enterprise Users for the sole and exclusive purpose of enabling the Extended Enterprise Users to conduct business with Licensee, provided that use of the Licensed Programs by any such Extended Enterprise User shall be limited to use (i) solely as configured and deployed by Licensee and (ii) solely in connection with the Extended Enterprise User's performance of services for and on behalf of Licensee, and not for such Extended Enterprise User's own or another's account or for the purpose of hosting, modifying, or otherwise using or maintaining the Licensed Programs.

OUTSOURCING TO A THIRD PARTY

Licensee is authorized to execute the Licensed Programs 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 Programs. Licensee may appoint a third party, such as an outsourcer, to operate the hardware on which the Licensed Programs are installed, on behalf of Licensee, only if (i) Licensee does not assign the Agreement or any licenses granted there under, 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 Programs 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 Programs, Licensee shall immediately terminate the third party's access to and use of the Licensed Programs. 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 each third party's access to or use of the Licensed Programs.

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 licensed under terms and conditions that mandate availability of such source code 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

DS 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. DS 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. Licensee may not take any steps to avoid or defeat the purpose of any such measures. Use of any Licensed Programs without any required lock device or authorization key provided by DS is prohibited.

9. 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 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.

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

Site means a single building or group of buildings that constitutes a consistent business unit located at the same address belonging to a Licensee and under its sole control or supervision. The Site(s) are identified in the Agreement.

12. TRADEMARKS

XFlow and the trademarks listed in the Dassault Systèmes Trademarks section at www.3ds.com/legal-information 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 United States 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.

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