DASSAULT SYSTEMES
LICENSED PROGRAMS TERMS (LPT) 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.

These Licensed Programs Terms ("LPT") and the terms incorporated herein by reference (including terms referenced on a website), are an integral part of the license agreement between DS and Licensee ("Agreement"), which refers to this LPT. In the event of a discrepancy, inconsistency or contradiction between this LPT and the other terms of the Agreement, the provisions of this LPT shall prevail, but only with respect to the Licensed Programs to which this LPT applies. Licensee acknowledges that it has full knowledge of all these terms and those incorporated herein by reference.

1. PRICING STRUCTURES

Licenses and Support Services for the Licensed Programs to which this LPT applies are granted according to one of the following pricing structures mentioned in the related Quote, as specified in the Product Portfolio if available.

 ➢ PLC/ALC
 ➢ TBL/ALC
 ➢ YLC

Other pricing structures may be made available on a case by case basis.

2. LICENSING SCHEMES AND GEOGRAPHIC SCOPE

2.1 GENERAL RULES

The licenses for the Licensed Programs to which this LPT 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 LPT 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.

2.2   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.

3.   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 LPT, 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 LPT, 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.

4. 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.

5. 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.

6. 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, **3D**EXPERIENCE, 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.

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