

DASSAULT SYSTEMES

OFFERING SPECIFIC TERMS (OST) FOR

CST Studio Suite Release 2023

LICENSED PROGRAMS

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

1. PRICING STRUCTURES

Licenses and Support Services for the Licensed Programs to which this OST applies are granted according to the pricing structures mentioned in the related Transaction Document. Standard pricing structures are defined in the section "DEFINITIONS" of this OST, even though those pricing structures may not be applicable to the DS Offerings to which this OST applies. Other pricing structures may be made available on a case-by-case basis.

2. LICENSING SCHEMES AND GEOGRAPHIC SCOPE

2.1 GENERAL RULES

Licenses for the Licensed Programs to which this OST applies may be granted according to one of the following licensing schemes (specifying the authorized use), as specified in the Product Portfolio if available, and as determined in the applicable Transaction Document:

- Concurrent (or Floating) Based
- Machine (or node-lock) Based
- Token Based

Licenses for the Licensed Programs to which this OST 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 Transaction Document and for which the DS Offerings 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 DS Offering:

- shall solely be used together and as part of such DS Offering and
- shall not be used standalone and/or for other purposes than the ones for which such DS Offering has been marketed and granted to Customer by DS.

If a patent invention is implemented in the DS Offering for which a right to use or access is granted pursuant to the Agreement, DS hereby grants Customer a non-exclusive license on the applicable patent limited to the use of such DS Offering.

2.2 SPECIFIC PROVISIONS FOR CERTAIN DS OFFERINGS

The following definitions will prevail on definitions mentioned in section 5.3 for the specified Licensed Programs

CST Studio Suite Package 5CB-S2K (Concurrent Based):

The *CST Studio Suite Package (5CB-S2K)* DS Offering is composed of the *Solver Process (5CT-S2P)* Licensed Program which is a solver compute service made of several specific solvers, and of the user interface *CST Studio Suite Frontend (5CP-S2F)* Licensed Program. Any *CST Studio Suite Frontend* User can access and use any Customer's *Solver Process* Licensed Programs. The number of concurrent simulation jobs used at a given time cannot exceed the total number of *Solver Process* Licensed Programs.

CST Studio Suite Package 5MB-S2K-N (Machine Based):

The *CST Studio Suite Package (Nodelock) (5MB-S2K-N)* DS Offering is composed of the *Solver Process (Nodelock) (5MP-S2P-N)* Licensed Program which is a solver compute service made of several specific solvers, and the user interface *CST Studio Suite Frontend (Nodelock) (5MP-S2F-N)* Licensed Program. A *CST Studio Suite Frontend (Nodelock)* Licensed Program can only be used from the Machine on which it is installed and cannot be used from a remote desktop connection session. A *CST Studio Suite Frontend (Nodelock)* User can access the solver capability of any *Solver Process (Nodelock)* Licensed Programs installed on the same Machine. The number of concurrent simulation jobs used at a given time cannot exceed the total number of *Solver Process (Nodelock)* Licensed Programs

CST Studio Suite Frontend 5MP-S2F-N (Nodelock):

A *CST Studio Suite Frontend (Nodelock)* Licensed Program can only be used from the Machine on which it is installed and cannot be used from a remote desktop connection session.

CST Studio Suite Opera 2D 5MP-OP2-N (Nodelock):

A *CST Studio Suite Opera 2D (Nodelock)* Licensed Program can only be used from the Machine on which it is installed and cannot be used from a remote desktop connection session.

3. OTHER PERMITTED USES FOR DS OFFERINGS

USE FOR CERTAIN SERVICES

Except for Development Tool Kits, Customer 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 Customer of the Licensed Programs. In any event, Customer 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. Customer 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 Customer's use of the Licensed Programs with third party end users.

4. 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 Customer to be used in connection with or within a DS Offering are defined hereafter:

4.1 OPEN SOURCE COMPONENTS

The DS Offerings 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 DS Offerings.

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 DS Offerings themselves.

Source code for open source software components licensed under terms and conditions that mandate availability of such source code is available upon request. Except for components mentioned in the section EXCLUSIONS below, the warranty and indemnification provided by DS under the Agreement apply to all open source software components and shall be provided by DS and not by the original licensor, but only for the use of the DS Offerings that is in compliance with the terms of the Agreement, and in conjunction with the DS Offerings. The original licensors of said open source software components provide them on an "as is" basis and without any liability whatsoever to Customer.

4.2 ADDITIONAL THIRD PARTY TERMS

The following terms apply in addition to the Agreement:

➤ Würth Elektronik for CST Studio Suite

1. The Würth Elektronik for CST Studio Suite library is being provided solely for informational purposes. Please refer to the product specifications in order to gain detailed characteristics of such products.
2. In no event shall Würth Elektronik eiSos GmbH & Co. KG be liable for any loss or damage arising, directly or indirectly, from the use of any information contained in the Würth Elektronik for CST Studio Suite library models, including, but not limited to loss or damages arising from any inaccuracies, omissions or errors in connection with such information.

3. Any and all copyrights in the Würth Elektronik for CST Studio Suite library models are owned by Würth Elektronik eiSos GmbH & Co. KG. Duplication or redistribution of the Würth Elektronik Studio Suite Library models without prior written permission of Würth Elektronik eiSos GmbH & Co. KG is prohibited.
4. The Würth Elektronik for CST Studio Suite library models are subject to modification or change without any prior notice.

➤ TDK Simulation Models

1. The TDK Simulation Models are being provided solely for informational purposes. Please refer to the product specifications in terms of detailed characteristics of such products.
2. In no event shall TDK Corporation or any of its subsidiaries be liable for any loss or damage arising, directly or indirectly, from any information contained in the TDK Simulation Models, including, but not limited to loss or damages arising from any inaccuracies, omissions or errors in connection with such information.
3. Any and all copyrights on the TDK Simulation Models are owned by TDK Corporation. Duplication or redistribution of the TDK Simulation Models without prior written permission from TDK Corporation is prohibited.
4. The TDK Simulation Models are subject to any modification or change without any prior notice.
5. Neither TDK Corporation nor any of its subsidiaries shall make any warranty, express or implied, including but not limited to the correctness, implied warranties of merchantability and fitness for a particular purpose with respect to the TDK Simulation Models.
6. The user of the TDK Simulation Models shall be deemed to have consented to the terms and conditions hereof.

➤ Coilcraft Device Library

1. This Coilcraft Inductor library/ These Coilcraft Inductor models is / are being provided solely for informational purposes. Please refer to the product specifications in order to gain detailed characteristics of such products.
2. In no event shall Coilcraft be liable for any loss or damage arising, directly or indirectly, from the use of any information contained in the Inductor models, including, but not limited to loss or damages arising from any inaccuracies, omissions or errors in connection with such information.
3. Any and all copyrights in the Coilcraft Inductor models are owned by Coilcraft. Duplication or re distribution of the Coilcraft Inductor models without prior written permission of Coilcraft is prohibited.
4. The Coilcraft Inductor models are subject to modification or change without any prior notice.
5. Otherwise, the use of the Coilcraft Inductor models is governed by the terms of the software license agreement.

➤ VISA libraries

VISA libraries are not provided as part of CST Studio Suite.

The use of VISA libraries in conjunction with CST Studio Suite is subject to the acceptance by the Customer of the IVI Foundation license agreement.

The aforementioned IVI Foundation license agreement can be obtained from the IVI Foundation and shall only bind Customer and the IVI Foundation.

➤ Matlab Compiler Runtime Libraries

Customer acknowledges that the Licensed Program has been created with MATLAB®, The MathWorks, Inc. (release indicated in IdEM's About box) and relies on the Matlab Compiler Runtime (MCR) environment. The Mathworks Incorporated owns the copyright in the MCR libraries. Installation and use of the Licensed Program is subject to Customer's acceptance of the terms of The Mathworks Inc. Software License Agreement, available in the MCR libraries installation directory (MCR Install Directory\version_number\MCR_license.txt or MCR Install Directory\MCR_license.txt). In particular:

- Customer may use the MCR Libraries for the sole purpose of running the Licensed Program.
- Customer is prohibited from making copies of the MCR Libraries accessible to any third party.
- Customer may not modify or remove any license agreement file (Mathworks or third-party) that is included with the MCR Libraries

4.3 EXCLUSIONS

The warranty and indemnification provided by DS under the Agreement are not applicable to third party components listed hereunder:

Oracle Java Runtime Environment (JRE)

The Support Services provided by DS under the Agreement are not applicable to third party components listed hereunder:

MainWin

5. DEFINITIONS

The following definitions supplement those of the section "Definitions" of the Agreement.

5.1 GENERAL DEFINITIONS

Configuration or Package means a standard set of DS Offerings which are bundled together. The DS Offerings composing such Configuration or Package shall only be operated together.

Development Tool Kit means a DS Offering specifically designed for application or content development. A Development Tool Kit is either identified (i) with "CAA" or "ENOVIA Studio" or "Toolkit" or "Development Toolkit" in the DS Offering name, or (ii) in the Transaction Document and/or the Product Portfolio.

Extended Enterprise User means an employee of Customer's affiliate(s), supplier(s) and/or customer(s) authorized to use Customer's DS Offering for the sole and exclusive purpose of enabling the Extended Enterprise User(s) to conduct business with Customer. The use of the DS Offering by any such Extended Enterprise User(s) (1) shall be solely limited to use (a) as configured and deployed by Customer and (b) in connection with the Extended Enterprise User's performance of services for and on behalf of Customer, and (2) shall exclude any use by Extended Enterprise User (a) for its own account or a third party's account, or (b) for the purpose of modifying, otherwise using, maintaining or hosting the DS Offering. Extended Enterprise Users are authorized if so specified in the Product Portfolio.

Machine means a device on which a DS Offering is executed and which is either (1) (i) (a) belonging to Customer or under its sole control or supervision and (b) located on Customer's premises or according to Teleworking conditions, or (ii) authorized by Customer according to its own information technology charter or equivalent whereby third party devices (such as Users own devices) are specifically authorized, or (2) operated by a third party service provider as specifically authorized in the Agreement solely for and on behalf of Customer.

Product Portfolio means a set of information related to the DS Offerings available at <https://www.3ds.com/terms/product-portfolio/licensed-programs>.

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

Teleworking means any program authorized by and for the benefit of Customer to enable its employees to work outside its own premises, using information and communication technology (or equivalent program established by a Customer entitled to Academic Use of the DS Offerings for its Users).

Any use of DS Offerings while Teleworking is authorized if all of the following conditions are at all times met: (a) Customer's employees do so on Machine(s) connected to Customer's network (e.g. via Virtual Private Network), (b) Customer is able to provide access to such Machine(s) during a compliance verification according to the Agreement, and (c) Customer's employees use the DS Offerings for Customer's exclusive internal needs. Same use is authorized for Users of a Customer entitled to Academic Use of the DS Offerings.

User means any (a) Customer's employee, or (b) employee of Customer's consultant(s) or subcontractor(s) (i) who accesses a DS Offering, (ii) who works for the exclusive internal needs of Customer and (iii) whose usual workplace is located within Customer's premises. Subject to the terms and conditions of this Agreement, including without limitation, export-related obligations, Customer's employee may also work according to Teleworking conditions. For Academic Use of DS Offering, **User** means (i) any individual who works for Customer and is dedicated either to education or research or (ii) any individual regularly enrolled as a *bona fide* student in Customer's academic program.

GENERAL DEFINITION SPECIFIC TO THIS OST

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

5.2 PRICING STRUCTURE DEFINITIONS

ALC means Annual License Charge which is a yearly charge. For the first year of each license of each DS Offering, ALC is due together with the PLC or TBL, as applicable. Payment of the ALC for a DS Offering entitles Customer to (i) Support Services for the DS Offering for one (1) year and (ii) a license (subject to the conditions set forth in the Agreement) to use the Release(s) of such DS Offering made available by DS during such year, in lieu of the license(s) on the previous Release(s) of the DS Offering delivered to Customer. The applicable price for the ALC for any given year is the price of the previous year plus the last percentage of increase applicable to the license of a DS Offering in a given country, as published at <https://www.3ds.com/terms/price> at least ninety (90) days before renewal date. However, such increase shall not exceed the increase which would have resulted from the revision of the price of the ALC according to the applicable price index since the date of the last price increase published by DS at <https://www.3ds.com/terms/price> for the related DS Offering.

PLC means Primary License Charge applicable to each license of a DS Offering ordered under the PLC/ALC pricing structure. The PLC is a one-time and non-refundable charge. Payment of the PLC for a DS Offering provides Customer with a perpetual license (subject to the conditions set forth in the Agreement) to use the Release of such DS Offering made available by DS on the Effective Date of the license.

QLC means the Quarterly License Charge for use of a DS Offering, subject to the conditions set forth in the Agreement. Payment of the QLC for a DS Offering entitles Customer to (i) a three (3) months license to use the Release of a DS Offering and its subsequent Release(s), if any, as made available by DS during such quarter, in lieu of the license(s) on the previous Release(s) of such DS Offering, and (ii) Support Services for the DS Offering for such three (3) months period. QLC is not automatically renewable. Termination of Support Services is not permitted without terminating the license of the DS Offering.

TBL means Term Based License charge applicable to each license of a DS Offering ordered under the TBL/ALC pricing structure. The TBL is a one-time and non-refundable charge. Payment of the TBL for a DS Offering provides Customer with a license for a period as described in the Product Portfolio and in the Transaction Document (subject to the conditions set forth in the Agreement) to use the Release of such DS Offering made available by DS on the Effective Date of the license. "TBLx" is a TBL for a period of "x" years. As an example, "TBL2" is a TBL for a period of two (2) years. TBL is not automatically renewable.

YLC means the Yearly License Charge for use of a DS Offering, subject to the conditions set forth in the Agreement. Payment of the YLC for a DS Offering entitles Customer to (i) a one (1) year license to use the Release of a DS Offering and its subsequent Release(s), if any, as made available by DS during such year, in lieu of the license(s) on the previous Release(s) of such DS Offering, and (ii) Support Services for the DS Offering for one (1) year. The applicable price for the YLC for any given year is the price of the previous year plus the last percentage of increase applicable to the use of a DS Offering in a given country, as published at <https://www.3ds.com/terms/price> at least ninety (90) days before renewal date. However, such increase shall not exceed the increase which would have resulted from the revision of the price of the YLC according to the applicable price index since the date of the last price increase published by DS at <https://www.3ds.com/terms/price> for the related DS Offering. Termination of Support Services is not permitted without terminating the license of the DS Offering.

5.3 LICENSING SCHEME DEFINITIONS

Concurrent (or Floating) Based. Use of a DS Offering in Concurrent Based mode is authorized for a maximum number of simultaneous Users and/or Extended Enterprise Users, as applicable.

Machine (or node-lock) Based. Use of a DS Offering in Machine Based mode is authorized on the number of Machines for which the DS Offering has been ordered.

Token Based. Use of a DS Offering 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 (1) use at a time and when released, are available for other uses. The quantity of tokens required for a given use of the DS Offering is determined in the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such DS Offering. 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 DS Offerings.

6. TRADEMARKS

CST, CST STUDIO SUITE, CST MICROWAVE STUDIO, CST EM STUDIO, CST PARTICLE STUDIO, CABLE STUDIO, PCB STUDIO, MPHYSICS, MICROWAVE STUDIO, CST EMC STUDIO, EM STUDIO, EMC STUDIO, CST BOARDCHECK, PARTICLE STUDIO, STUDIO SUITE, PERFECT BOUNDARY APPROXIMATION (PBA), the CST logo, ANTENNA MAGUS, the FEST3D logo, the SPARK3D logo and the trademarks listed in the Dassault Systèmes Trademarks section at <https://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.

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