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 most of the CST Studio Suite Release 2019 Licensed Programs are as follows:

2.1 HARDWARE REQUIREMENTS
- IBM PC compatible CPU (Intel Xeon processor strongly recommended)
- OpenGL compatible graphics hardware
- 4 GB RAM (8 GB recommended)
- 30 GB free disk space (60 GB recommended)

2.2 SOFTWARE REQUIREMENTS
- The software runs under Windows 7 (SP 1 or later), Windows 2008 Server R2 (SP 1 or later), Windows 8.1, Windows 2012 Server R2, Windows 10 and Windows Server 2016
- On a Linux PC, the software runs under Red Hat Enterprise Linux 6.x, Red Hat Enterprise Linux 7.x, Suse Linux Enterprise 11 and Suse Linux Enterprise 12

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
- Machine Based (node-lock)
- System License
- 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

Concurrent Based Package:
The Licensed Program CST Studio Suite Package (5CP-S2K) is composed of 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 Licensee’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.

Machine Based Package:
The Licensed Program CST Studio Suite Package (Nodelock) (5MB-S2K-N) is composed of 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.

Simulation jobs for Concurrent Based items:
Any CST S0 Frontend (5CP-S0F) Licensed Program User can access and use any Licensee’s Solver Licensed Programs listed in the table below. When a simulation job is used by a combination of a given CST S0 Frontend Licensed Program and a given CST S0 Simulation Process (5CP-S0P) Licensed Program, User cannot benefit from the user interface functionalities neither access nor use any other Licensee’s Solver Licensed Programs, up to the termination of the simulation job. The number of concurrent simulation jobs used at a given time cannot exceed the minimum between the total number of CST S0 Simulation Process Licensed Programs and the total number of CST S0 Frontend Licensed Programs.

<table>
<thead>
<tr>
<th>Product Number</th>
<th>Licensed Program Name</th>
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<tbody>
<tr>
<td>5CP-S9A</td>
<td>CST Solver Static</td>
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<td>5CP-S9C</td>
<td>CST Solver Particle in Cell</td>
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<tr>
<td>5CP-S9E</td>
<td>CST Solver Eigenmode</td>
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<tr>
<td>5CP-S9F</td>
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<tr>
<td>5CP-S9H</td>
<td>CST Solver Thermal</td>
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<tr>
<td>5CP-S9I</td>
<td>CST Solver Integral Equation</td>
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<td>5CP-S9K</td>
<td>CST Solver Tracking</td>
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<td>5CP-S9L</td>
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<td>5CP-S9R</td>
<td>CST Solver Rule Check</td>
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<td>CST Solver Structural Mechanics</td>
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<td>5CP-S9T</td>
<td>CST Solver Time Domain</td>
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<td>CST Solver Wakefield</td>
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<tr>
<td>5CP-S9Y</td>
<td>CST Solver Asymptotic</td>
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</table>

Simulation jobs for Machine Based items:
Any CST S0 Frontend (Nodelock) (5MP-S0F-N) Licensed Program User can access and use any Licensee’s Solver Licensed Programs (listed in the table below) installed on the same Machine. When a simulation job is used by a combination of a given CST S0 Frontend (Nodelock) Licensed Program and a given CST S0 Simulation Process (Nodelock) (5MP-S0P-N) Licensed Program, User cannot benefit from the user interface functionalities neither access nor use any other Licensee’s Solver Licensed Programs, up to the termination of the simulation job. The number of concurrent simulation jobs used at a given time cannot exceed the minimum between the total number of CST S0 Simulation Process Licensed Programs and the total number of CST S0 Frontend Licensed Programs installed on the same Machine.
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<tr>
<td>5MP-S9A-N</td>
<td>CST Solver Static (Nodelock)</td>
</tr>
<tr>
<td>5MP-S9C-N</td>
<td>CST Solver Particle in Cell (Nodelock)</td>
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<td>5MP-S9E-N</td>
<td>CST Solver Eigenmode (Nodelock)</td>
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<tr>
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</tbody>
</table>

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.

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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, 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

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6.2 ADDITIONAL THIRD PARTY TERMS

The following terms apply in addition to the Agreement:

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

Matlab Compiler Runtime Libraries
Licensee acknowledges that the Licensed Program has been created with MATLAB®, The MathWorks, Inc. (release indicated in the Licensed Program Documentation) 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 Licensee’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). In particular:

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

6.3 EXCLUSIONS

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

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.

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11. ADDITIONAL DEFINITIONS

The following definition supplements those of the Glossary - Release 3, 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

CST, CST STUDIO SUITE, CST MICROWAVE STUDIO (CST MWS), CST EM STUDIO, CST PARTICLE STUDIO, CABLE STUDIO, PCB STUDIO, MPHYSICS, MICROSTRIPES, CST EMC STUDIO, EM STUDIO, CST BOARDCHECK, PERFECT BOUNDARY APPROXIMATION (PBA), the CST logo, ANTENNA MAGUS, the FEST3D logo, the SPARK3D logo, 3DEXPERIENCE, 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 322 006 440), 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.

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