Licensed Program Specifications (LPS)

SIMULIA® Tosca™ Structure 8.0

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

This LPS covers the following SIMULIA® Tosca Structure 8.0

Products:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>TS3-Q</td>
<td>Triple-License Tosca Structure (all three main modules) w Abaqus Solver Access</td>
</tr>
<tr>
<td>TS3-A</td>
<td>Triple-License Tosca Structure (all three main modules) w ANSYS Solver Access</td>
</tr>
<tr>
<td>TS3-N</td>
<td>Triple-License Tosca Structure (all three main modules) w MSC.Nastran Solver Access</td>
</tr>
<tr>
<td>TTH-Q</td>
<td>Double-License Tosca (Topology + Shape) w Abaqus Solver Access</td>
</tr>
<tr>
<td>TTH-A</td>
<td>Double-License Tosca (Topology + Shape) w ANSYS Solver Access</td>
</tr>
<tr>
<td>TTH-N</td>
<td>Double-License Tosca (Topology + Shape) w MSC.Nastran Solver Access</td>
</tr>
<tr>
<td>TTB-Q</td>
<td>Double-License Tosca (Topology + Bead) w Abaqus Solver Access</td>
</tr>
<tr>
<td>TTB-A</td>
<td>Double-License Tosca (Topology + Bead) w ANSYS Solver Access</td>
</tr>
<tr>
<td>TTB-N</td>
<td>Double-License Tosca (Topology + Bead) w MSC.Nastran Solver Access</td>
</tr>
<tr>
<td>THB-Q</td>
<td>Double-License Tosca (Shape + Bead) w Abaqus Solver Access</td>
</tr>
<tr>
<td>THB-A</td>
<td>Double-License Tosca (Shape + Bead) w ANSYS Solver Access</td>
</tr>
<tr>
<td>THB-N</td>
<td>Double-License Tosca (Shape + Bead) w MSC.Nastran Solver Access</td>
</tr>
<tr>
<td>TST-Q</td>
<td>Single-License Tosca Structure.topology w Abaqus Solver Access</td>
</tr>
<tr>
<td>TST-A</td>
<td>Single-License Tosca Structure.topology w ANSYS Solver Access</td>
</tr>
<tr>
<td>TST-N</td>
<td>Single-License Tosca Structure.topology w MSC.Nastran Solver Access</td>
</tr>
<tr>
<td>TSH-Q</td>
<td>Single-License Tosca Structure.shape w Abaqus Solver Access</td>
</tr>
<tr>
<td>TSH-A</td>
<td>Single-License Tosca Structure.shape w ANSYS Solver Access</td>
</tr>
<tr>
<td>TSH-N</td>
<td>Single-License Tosca Structure.shape w MSC.Nastran Solver Access</td>
</tr>
<tr>
<td>TSB-Q</td>
<td>Single-License Tosca Structure.bead w Abaqus Solver Access</td>
</tr>
<tr>
<td>TSB-A</td>
<td>Single-License Tosca Structure.bead w ANSYS Solver Access</td>
</tr>
<tr>
<td>TSB-N</td>
<td>Single-License Tosca Structure.bead w MSC.Nastran Solver Access</td>
</tr>
<tr>
<td>TSM</td>
<td>License Tosca Structure.smooth</td>
</tr>
<tr>
<td>TSN</td>
<td>License Tosca Structure.advanced.NONLINEAR</td>
</tr>
<tr>
<td>TSL</td>
<td>License Tosca Structure.advanced.LIFE</td>
</tr>
<tr>
<td>TNL</td>
<td>Package License Tosca Structure.advanced 2 modules (NONLINEAR + LIFE)</td>
</tr>
<tr>
<td>TSZ</td>
<td>License Tosca Structure.sizing</td>
</tr>
<tr>
<td>TSO</td>
<td>License Tosca Structure.morph</td>
</tr>
<tr>
<td>TIQ</td>
<td>License Solver-Access Tosca Structure/ABAQUS</td>
</tr>
<tr>
<td>TIA</td>
<td>License Solver-Access Tosca Structure/ANSYS</td>
</tr>
<tr>
<td>TIN</td>
<td>License Solver-Access Tosca Structure/MSC.NASTRAN</td>
</tr>
<tr>
<td>TIM</td>
<td>License Tosca Structure Interface for MSC.Marc</td>
</tr>
<tr>
<td>TIP</td>
<td>License Tosca Structure Interface for Permas</td>
</tr>
<tr>
<td>TIO</td>
<td>License Tosca Structure ONF Interface</td>
</tr>
</tbody>
</table>
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”

Licensed Program Materials Availability

- Restricted materials - No. This Licensed Program is available without source licensed program materials. It is available in object code only.

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 8.0 Licensed Programs with “Triple License”, “Double License” or “Single License” 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.

**OUTSOURCING TO A THIRD PARTY.** Licensee is authorized to execute the Licensed Program 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 Program.
Licensee may appoint a third party, such as an outsourcer, to operate the hardware on which the Licensed Program is installed, on behalf of Licensee, only if (i) Licensee does not assign the Agreement or any licenses granted thereunder, 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 Program 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 Program, Licensee shall immediately terminate the third party’s access to and use of the Licensed Program. Licensee shall indemnify, defend, and hold harmless Dassault Systèmes 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 Program.

LICENSEE’S RESPONSIBILITY. In addition to all terms and conditions of the Agreement and all other provisions of this LP, 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.

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

Designated Machine Identification

No

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

   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

---

**Test Period**

No

---

**Security Mechanisms**

Dassault Systèmes 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. Dassault Systèmes 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 Dassault Systèmes is prohibited.

**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 with Dassault Systèmes 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. ¹

---

**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.

---

**Footnotes:**

¹

**Trademarks**

SIMULIA, Tosca and the Dassault Systèmes logo are trademarks or registered trademarks of Dassault Systèmes or its subsidiaries in the US and/or in other countries.

Company, products and services names may be trademarks or service marks of related companies.

---

References in this publication to Dassault Systèmes Products, Licensed Programs and/or Program Services (Support Services) do not imply that Dassault Systèmes intends to make these available in all countries in which Dassault Systèmes operates.

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.