DASSAULT SYSTEMES LICENSED PROGRAM SPECIFICATIONS (LPS) FOR SIMULIA® Abaqus® 2025

Terms that are initially capitalized are defined in the Glossary - Release 6, available at https://www.3ds.com/terms/glossary.

1. LIST OF LICENSED PROGRAMS

The list of the <u>Licensed Programs</u> to which this LPS applies is in the <u>Product Portfolio</u> available at https://www.3ds.com/terms/product-portfolio/licensed-programs.

References in this LPS to Dassault Systèmes <u>Products</u>, Licensed Programs and/or Program Services (<u>Support Services</u>) do not imply that <u>DS</u> 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 https://www.3ds.com/support/certified-hardware/simulia-system-information/.

Hardware and software information for SIMULIA Abaqus 2025 Licensed Programs are available at https://www.3ds.com/support/certified-hardware/simulia-system-information/.

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 <u>Agreement</u>, and according to one of the following licensing schemes (specifying the authorized use and end-users), as specified in the <u>Product Portfolio</u> if available, and as determined in the applicable <u>Quote</u>:

- Concurrent (or floating) Based
- System License
- Token Based

The Licensed Programs may be accessed and executed by <u>Users</u> whose usual workplace is at the same facility as the <u>License Server(s)</u> (1) on the License Server(s) itself/themselves, and (2) on other <u>Machines</u> that are networked to the License Server(s) at the same site as the License Server(s) or, if identified in the Quote, in the same country as the License Server. Within the parameters of the Quote, subject to the restrictions described in this LPS, Licensee may from time to time designate the License Server(s) for which license keys shall be provided and from which tokens shall be available to other Machine(s). Licensee shall promptly provide Dassault Systèmes with usage reports when requested.

In addition, 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.

It is agreed that, notwithstanding anything to the contrary provided in the <u>Documentation</u>, 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

Number of tokens

For analysis jobs, the number of required tokens is determined by the type of analysis being performed and the number of processor cores used in running the analysis job. For execution of simulation workflows, the number of required tokens is determined by the number and type of components in the simulation workflow and the number of processor cores used in running the simulation workflow. In case of a new license or a renewal of any license of a Licensed Program, the required number of tokens may be changed in the event of modifications to such Licensed Program. Licensee will receive a license key for each License Server that will permit access to the Licensed Programs. License keys include the agreed number and type of tokens for the Licensed Programs. The Licensed Programs, license tokens and applicable fees are specified in the Quote. For SIMULIA Abaqus models, the number of jobs in the Licensed Program name is equivalent to the number of concurrent licenses.

Concurrent Based license

Each Licensed Program in Concurrent Based mode requires a unique license feature for each concurrent use of the Licensed Programs. Licensee will receive a license key for each License Server that will permit access to the Licensed Programs.

System License

SIMULIA Abaqus models with "site" in the product name utilize a System License. Geographic locations where System Licenses may be used are specified in the applicable Agreement and Quote.

Education offers

The SIMULIA Abaqus Extended for Education (20 users, 160 tokens) (5TP-Q9T) Licensed Program may be used only for teaching and not for any research purposes.

Using the SIMULIA Abaqus Extended for Academic Non-Profit Research (1 user, 5 tokens) (5TP-QRX) Licensed Program authorizes the use of:

- > the SIMULIA Abagus Extended Tokens for Academic Non-Profit Research (+1 token, tokens 6 to 100) (5TP-QXT-1EDU)
- > the SIMULIA Abaqus Extended Tokens for Academic Non-Profit Research (+1 token, tokens above 100) (5TP-QXT-2EDU)

Using the SIMULIA Abaqus Extended for Education (20 users, 160 tokens) (5TP-Q9T) Licensed Program authorizes the use of:

- the SIMULIA Abagus Extended Tokens for Education (+80 tokens) (5TP-QTT)
- the SIMULIA Abaqus Extended for Education (+10 users) (5TP-QIT)

SIMULIA Suite for Academic Non-Profit Research

The SIMULIA Suite for Academic Non-Profit Research (50B-R4U) Packaged Offering grants access to the following Licensed Programs:

- ➤ SIMULIA Abaqus Extended for Academic Non-Profit Research (5CP-Q4U)
- SIMULIA CST Studio Suite for Academic Non-Profit Research (5CP-S4U)
- SIMULIA Simpack for Academic Non-Profit Research (5CP-K4U)
- > SIMULIA PowerFLOW for Academic Non-Profit Research (5CB-P4U)

For the included Licensed Programs listed above:

- the use of SIMULIA Abaqus Extended for Academic Non-Profit Research (5CP-Q4U) is covered by the LPS for SIMULIA Abaqus Licensed Programs
- the use of SIMULIA CST Studio Suite for Academic Non-Profit Research (5CP-S4U) is covered by the LPS for SIMULIA CST Studio Suite Licensed Programs
- the use of SIMULIA Simpack for Academic Non-Profit Research (5CP-K4U) is covered by the LPS for SIMULIA Simpack Licensed Programs
- the use of SIMULIA PowerFLOW for Academic Non-Profit Research (5CB-P4U) is covered by the LPS for SIMULIA PowerFLOW Suite Licensed Programs

The SIMULIA Suite for Academic Non-Profit Research (50B-R4U) Licensed Program allows use of any one product among the list of included products at any given time. Concurrent use of multiple products by a single user or by multiple users is expressly prohibited.

5. OTHER PERMITTED USES FOR LICENSED PROGRAMS

USE FOR CERTAIN SERVICES

Except for <u>Development Tool Kit</u>, 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 or Program Directory (PDir) 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 or Program Directory (PDir) 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:

Oracle

The following terms also apply if Licensee is granted licenses of Oracle software:

- 1. The Oracle software licenses shall be used only in conjunction with the Licensed Programs.
- Licensee shall not publish the results of any benchmark tests run on the Oracle software.
- 3. Oracle or its licensor retains all ownership and intellectual property rights to Oracle software.
- 4. Oracle is a third party beneficiary of the Agreement.
- The parties agree to exclude the Agreement from the applicability of the Uniform Computer Information Transactions Act.
- 6. Some Oracle software may include source code that Oracle may provide as part of its standard shipment of Oracle software and such source code shall be governed by the Agreement.
- 7. Licensee shall not assign, give or transfer the licenses of the Oracle software or the Oracle agreement insofar as it relates to the Oracle software or use the Oracle software for rental, timesharing, subscription service, hosting or outsourcing; make the Oracle software available in any manner to any third party for use in the third party's business operations.
- 8. Licensee shall not remove or modify any program marking or any notice of Oracle's or its licensor's proprietary rights.
- 9. Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features that are identified as such in the Licensing Information User Manual Oracle Java SE and Oracle Java Embedded Products Document, accessible at http://www.oracle.com/technetwork/java/javase/documentation/index.html, under the "Description of Product Editions and Permitted Features" section.
- 10. Third party technology may be appropriate or necessary for use with some Oracle software if specified in the Documentation. In such case, the third party technology is licensed to Licensee for use with the given Licensed Programs under the separate third party terms.
- 11. Licensee shall comply fully with all applicable export and import laws to assure that neither the Oracle software, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
- 12. Licensee may not contact Oracle for support for Oracle software licensed through DS. Licensee may not contact DS for support for Oracle software not licensed through DS.

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 https://www.3ds.com/terms/support-policies.

7.2 <u>DESIGNATED MACHINE IDENTIFICATION</u>

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 definitions supersede those of the Glossary - Release 6, available at https://www.3ds.com/terms/glossary.

Concurrent (or **Floating**) **Based**. Use of a Licensed Program in Concurrent Based mode is authorized for a maximum number of simultaneous uses.

System License is a license that enables specific Licensed Programs (referred to for purposes of this definition only as "System Licensed Program") that work in conjunction with other Licensed Programs which use a Concurrent or Token Based licensing scheme (referred to for purposes of this definition only as "Other Licensed Programs"). One System License allows one or more Users to use a number of instances of the System Licensed Program simultaneously on the License Server or on Machines with access to the License Server. The authorized number of instances of System Licensed Programs which the Licensee may use simultaneously is limited by the number of Concurrent licenses or Token Based licensed by the Licensee for the Other Licensed Programs that are used in conjunction with the System Licensed Program.

Token Based. Certain Licensed Programs contain a token based network license management system that regulates authorized use of the Licensed Program. Such system controls the type and number of computation jobs, interactive sessions and/or interface products that may be run simultaneously. The number of required tokens shall be determined, as described in the Product Portfolio, by the type of computation being performed and the number of computer processing units or cores used in running the computation job. In case of new or renewal of any Licensed Program, the required number of tokens may be changed in the event of modifications to such Licensed Program. The use of a Token Based Licensed Program may be subject to additional or different terms and conditions described in the Product Portfolio. Tokens may be required in addition to any other licensing scheme pursuant to which the use of a Licensed Program is granted.

12. TRADEMARKS

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