

DASSAULT SYSTEMES

LICENSED PROGRAM SPECIFICATIONS (LPS) FOR SIMULIA® Isight and SIMULIA® Execution Engine Release 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 [Licensed Programs](#) to which this LPS applies is in the [Product Portfolio](#) available at <https://www.3ds.com/terms/product-portfolio/licensed-programs>.

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 <https://www.3ds.com/support/certified-hardware/simulia-system-information/>.

Hardware and software information for SIMULIA® Isight and SIMULIA® Execution Engine Release 2025 Licensed Programs are available at https://www.simulia.com/support/sup_systems_info.html.

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 \(or floating\) Based](#)
- [System License](#)
- [Token Based](#)

The Licensed Programs may be accessed and executed by [Users](#) whose usual workplace is at the same facility as the [License Server\(s\)](#) (1) on the License Server(s) itself/themselves, and (2) on other [Machines](#) 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.

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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 execution of Isight simulation workflows, the number of required tokens (referred to as “Isight 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 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.

Concurrent Based license

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

System License

SIMULIA Abaqus Models with “site” in the Licensed Program name utilize a System License. Geographic locations where System Licenses may be used are specified in the applicable Agreement and Quote.

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.

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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:

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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.

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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.
2. 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.
5. 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.
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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 Program 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 DESIGNATED MACHINE IDENTIFICATION

No

7.3 TEST PERIOD

No

8. SECURITY MECHANISMS

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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 that 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.

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