

CD-ADAPCO SOFTWARE

Product Specific Terms

This CD-adapco Software Product Specific Terms amendment (this “CDa Amendment”) constitutes an amendment to the Agreement between Customer and SISW solely in regard to the software licensed by SISW under the generic names STAR-CCM+, STAR-HPC, STAR-CD, es-ice, DARS, HEEDS, SPEED, and Battery Design Studio (BDS) including any add-on software and application productivity tools for these products not capable of stand-alone usage, or any successor name that may be chosen by SISW (the “CDa Software”). Accordingly, this CDa Amendment forms an integral part of the Agreement and, with respect to any conflict between the terms of this CDa Amendment and the main text of the Agreement, the terms of this CDa Amendment shall prevail with respect to the use of CDa Software. This CDa Amendment does not apply to any other software that Customer may license under the Agreement or to any software-as-a-service offering that SISW may provide.

1. **Definitions.** Capitalized terms used in this CDa Amendment shall have the meanings assigned to them in the Agreement unless otherwise defined herein. For purposes of this CDa Amendment:
 - 1.1 “Core” means an independent processing unit that reads and executes program instructions. A central processing unit (CPU) may contain one or more Cores.
 - 1.2 “Licensed Server” means the server where the license key is installed as identified in the LSDA.
 - 1.3 “Session” means the usage of the CDa Software by an Authorized User for the enablement of a function available in the CDa Software.
 - 1.4 “Site” means the physical Customer location(s) where the CDa Software is permitted to be used by Customer’s Authorized Users.
2. **License Grant and Conditions.**
 - 2.1 The license granted to Customer under the Agreement shall be restricted to a Site (“Site License”), unless the LSDA indicates that the license is multi-Site (“Multi-Site License”), or global multi-Site (“Global Multi-Site License”). For Site License, the Site will be specified in the LSDA; for Multi-Site and Global, the Site will be any Site in the Territory. Sites may be changed only upon the prior written consent of SISW. Multi-Site Licenses and Global Multi-Site Licenses are granted for the Territory as defined in the Agreement. Unless otherwise set forth in an LSDA, the license granted hereunder with respect to CDa Software shall be a Subscription Serial Site License.
 - 2.2 The license key must be installed on a physical Licensed Server that is under Customer’s control. An Authorized User may use the CDa Software only while located at a Site and such use may only be for the purposes of the Customer’s business identified in the LSDA. Unless otherwise authorized on an LSDA, files created using the CDa Software may only be processed using the license with which the file was originally generated.
3. **Licenses.**
 - 3.1 “HPC License” means a license that allows a Serial License to utilize one additional Core. Each additional Core requires another HPC License.
 - 3.2 “Power on Demand” or “POD” means a Limited Term Power Session license that can be used for an unlimited number of Sessions for the number of hours purchased as specified in the LSDA. Total elapsed time of each Session is counted towards the hours purchased. Any unused hours are forfeited at the expiration of the Limited Term License.
 - 3.3 “Power Session” means a license for an Authorized User to use the CDa Software for a single, consecutive Session on an unlimited number of Cores.
 - 3.4 “Power Token” means a right that may be separately purchased by Customer under an LSDA and that is accounted for by the Licensed Server. Power Tokens can be used at the Customer’s discretion to obtain the following at any time during the term of the Agreement: (i) a limited Serial License to use the STAR-CCM+ CDa Software (excluding access to solvers) upon the redemption of ten Power Tokens; (ii) an HPC License upon the redemption of one Power Token; or (iii) a license to run one Session per Power Token provided that such Session is started through Optimate or HEEDS upon the redemption of one Power Token. Once usage of a Power Token is completed, a Power Token may be re-used during its term for other purposes according to (i), (ii) or (iii) above so long as the same Power Token is not being used simultaneously for multiple rights under (i), (ii) and/or (iii), above.
 - 3.5 “Serial License” means a license for an Authorized User to use the CDa Software for a single Session on a single Core.