

Simcenter CD-adapco Software Supplemental Terms

These Simcenter CD-adapco Software Supplemental Terms (“Simcenter CD-adapco Terms”) amend the End User License Agreement (“EULA”) between Customer and SISW solely with regard to the Products identified on the Order Form as “SIM-CDA” including any add-on software and application productivity tools for these products not capable of stand-alone usage, (“Simcenter CD-adapco Software”). These Simcenter CD-adapco Terms together with the EULA form the agreement between the parties (“Agreement”).

1. **DEFINITIONS.** Capitalized terms used herein have the meaning as defined in the Agreement. The following additional definitions apply to these Simcenter CD-adapco Terms:
 - (a) “Authorized Agents” means Customer’s consultants, agents and contractors who are working on Customer’s premises and require access to SISW Technology in support of Customer’s internal business.
 - (b) “Authorized Users” means Customer’s employees and Authorized Agents.
 - (c) “Core” means an independent processing unit that reads and executes program instructions. A central processing unit (CPU) may contain one or more Cores.
 - (d) “Session” means the usage of the Simcenter CD-adapco Software by an Authorized User for the enablement of a function available in the Simcenter CD-adapco Software.
 - (e) “Site” means the physical Customer location(s) where the Simcenter CD-adapco Software is permitted to be used by Authorized Users.
 - (f) “Territory” means the geographic location(s) of a Site(s).
2. **LICENSE GRANT AND CONDITIONS.**
 - 2.1 The license granted to Customer is restricted to use by Authorized Users of: (i) Customer from a single Site (“Site License”); or (ii) Customer from more than one Site in a single country (“Multi-Site License”).
 - 2.2 If the Order Form does not explicitly identify the Territory of the applicable Site(s), then the Territory: (i) for a Site License is the address where the server on which the license management portion of the Simcenter CD-adapco Software is located; and (ii) for a Multi-Site License is any Customer Site located in the country in which the Customer is located and in which the Order Form is concluded.
 - 2.3 If the Simcenter CD-adapco Software purchased includes APIs, the Customer may use such APIs to develop software for Customer’s internal use. SISW has no obligations or liability for software developed by Customer using the APIs.
3. **LICENSE TYPES.** The following license types may be offered with respect to the individual Simcenter CD-adapco Software products. Additional license and use types may be specified with respect to certain Products as set forth in an Order Form. Each license may be used only by Authorized Users and for the term specified in the Order Form.
 - 3.1 “Subscription” means a license for a limited term as identified in an Order Form. Maintenance Services are included in the Subscription license fee. For multiple-year Subscription terms, SISW may require new license keys to be issued during the term.
 - 3.2 “Rental License” means a license for a limited term of less than one year as identified in the Order Form. Maintenance Services for a Rental License are included in the Rental License fee.
 - 3.3 “Perpetual License” means an extended term license that extends indefinitely. Perpetual License fees do not include Maintenance Services.
4. **LICENSE OPTIONS.** The following license options may be offered with respect to some of the Simcenter CD-adapco Software products.
 - 4.1 “HPC” means an option that allows a Serial Session to utilize one additional Core. Each additional Core requires another HPC.
 - 4.2 “Power on Demand” or “POD” means a Power Session 12 month Subscription license that can be used for an unlimited number of Sessions for the number of hours purchased as specified in the Order Form. Total elapsed time of each Session is counted towards the hours purchased. Any unused hours are forfeited at the expiration of the 12 month Subscription license term.
 - 4.3 “Power Session” means an option for an Authorized User to use the Simcenter CD-adapco Software for a single, consecutive Session on an unlimited number of Cores.

- 4.4 **“Power Token”** means an option that can be used to obtain the following: (i) a limited Serial Session to use the STAR-CCM+ Simcenter CD-adapco Software (excluding access to solvers) upon the redemption of ten Power Tokens; (ii) one 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 the Design Manager feature of STAR-CCM+ or HEEDS upon the redemption of one Power Token. A Power Token may be re-used during its term for any use delineated in (i), (ii) or (iii) above.
- 4.5 **“Serial Session”** means an option for an Authorized User to use the Simcenter CD-adapco Software for a single Session on a single Core.