

Simcenter LMS Supplemental Terms

These Simcenter LMS Supplemental Terms (“Simcenter LMS 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-LMS (“Simcenter LMS Software”). These Simcenter LMS Terms, together with the EULA and other applicable Supplemental Terms, 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 LMS 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) “Simcenter LMS Product Family” means each of the following individual product families Simcenter 3D, LMS Virtual Lab, Simcenter Amesim, SimcenterTecware, LMS Samtech Caesam and Simcenter Testlab.
 - (d) “Simcenter LMS Token Product” means each of the products that can be purchased by a Customer in value packs, the details of which will be designated by SISW as of the date of the purchase by Customer.
 - (e) “Territory” means the country in which Customer is licensed to install the Simcenter LMS Software.

2. **SOFTWARE LICENSE TYPES.** The following license and use types may be offered with respect to individual Simcenter LMS 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 in the Territory and for the term as specified in the Order Form.
 - 2.1 “**Floating License**” means a license where access to the Software at any given moment will be limited to the maximum number of concurrent Authorized Users for whom such licenses have been validly acquired under the Agreement and where use of the Simcenter LMS Software is further restricted to a group of users that: (i) are part of the same functional team, and (ii) are geographically located on the same premises or site of the Customer for which the license was purchased as designated on the Order Form.
 - 2.2 “**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.
 - 2.3 “**Subscription License**” means a license for a limited term as identified in the Order Form. Maintenance Services are included in the Subscription License fee. For multiple-year Subscription License terms, SISW may require new license keys to be issued during the term.
 - 2.4 “**Backup License**” means a license granted solely to support redundancy on Customer’s backup or failsafe installations.
 - 2.5 “**Concurrent User License**” means that access to the Simcenter LMS Software at any given moment is limited to the maximum number of Authorized Users indicated on the Order Form.
 - 2.6 “**Named User License**” means that access to the Simcenter LMS Software is restricted to named Authorized Users. Customer may re-assign a Named User License once per calendar month.
 - 2.7 “**Node-Locked License**” means that the use of the Simcenter LMS Software is restricted to a single workstation specified by Customer, and may include a hardware lock device or dongle to manage this restriction.
 - 2.8 “**Perpetual License**” or “**Extended Term License**” means a license that extends indefinitely. Perpetual Licenses do not include Maintenance Services.

- 2.9 “**Per Product License**” means that use of the Simcenter LMS Software is restricted to the number of third-party products to which the Simcenter LMS Software is interfaced on a one-to-one basis.
- 2.10 “**Server License**” means that use of the Simcenter LMS Software is restricted to a single, specified server.
- 2.11 “**Test/OA License**” means a license granted solely for the support of ongoing installation customization, support and testing, and may not be used in a production environment or for any other purpose.
- 2.12 “**PLC**” means the Primary License Charge or the initial fee to be paid at the beginning of a Subscription License for LMS Virtual.Lab products granted under a PLC/ALC business model. PLC covers the license to LMS Virtual.Lab software and the maintenance and support services for the software during the first year of the Subscription License, to be followed by annual payments of an ALC fee.
- 2.13 “**ALC**” means the Annual License Charge which is the fee to be paid on a yearly basis following the first year of a Subscription License for LMS Virtual.Lab granted under a PLC/ALC business model. ALC covers (i) the right to use LMS Virtual.Lab for the applicable annual period, and (ii) the maintenance and support services. If the Customer fails to order ALC prior to the expiration of the term covered by PLC or any then current ALC, the license to LMS Virtual.Lab software terminates.
- 2.14 “**YLC**” means the Yearly License Charge which is the fee to be paid on a yearly basis with respect to a subscription type of license that covers (i) the right to use the LMS Virtual.Lab software for one year, and (ii) the maintenance and support services related to LMS Virtual.Lab. If the subscription is not renewed at the end of the annual subscription period, the license to the LMS Virtual.Lab terminates.
3. **TERMS AND CONDITIONS FOR TOKENS.** The following terms and conditions shall apply to the use of Simcenter LMS Token Products:
- 3.1 “**Base License**” means a Perpetual License or a limited term license of the base configuration corresponding to the Simcenter LMS Product Family to which the Simcenter LMS Token Product relates.
- 3.2 “**Simcenter LMS Token**” means a token license forming part of a Simcenter LMS Token Product that is allocated a pre-defined value which is designated by SISW as of the date of the purchase of the Simcenter LMS Token by Customer and can be used to access certain feature functionality within a specific Simcenter LMS Product Family.
- 3.3 The following terms and conditions apply to the purchase of an Simcenter LMS Token Product:
- (a) The Customer shall only be entitled to purchase a Simcenter LMS Token Product if it has already purchased the corresponding Base License.
 - (b) The Customer can only use Simcenter LMS Tokens that correspond to the same Simcenter LMS Product Family and cannot utilize Simcenter LMS Tokens across different Simcenter LMS Product Families. Access to and use of feature functionality by SISW Customers via Simcenter LMS Tokens is dependent on that feature functionality’s availability on the date of access. Not all feature functionality within a Simcenter LMS Product Family can be accessed by Simcenter LMS Tokens.
 - (c) The Customer can purchase Simcenter LMS Token Products that are either Perpetual License or limited term license and the Base License for those Simcenter LMS Token Products can be either a Perpetual License or a limited term license, each as agreed between SISW and the Customer in an Order Form.
 - (d) When the Customer applies the Simcenter LMS Tokens to access certain feature functionality, a defined number of Simcenter LMS Tokens will be checked out and will no longer be available for use by Customer until Customer exits the feature functionality that has been accessed. Customer can only access the relevant feature functionality if it has a sufficient number of Simcenter LMS Tokens relative to a Simcenter LMS Product Family available to access that feature functionality in accordance with the values specified by SISW.

3.4 The Customer acknowledges and agrees that if: (a) the Customer has purchased a Simcenter LMS Token Product that corresponds to Base Licenses that are Perpetual Licenses; and (b) additions, changes, or deletions are made regarding the Simcenter LMS Token Products or feature functionality within the Simcenter LMS Product Families, then the Customer shall only be permitted to access those new Simcenter LMS Token Products and/or that new or changed feature functionality if at the date of access Customer has a current Maintenance Services contract with SISW for both the applicable Simcenter LMS Token Product and the relevant Base License.

Retirement of LMS Virtual.Lab

Beginning 1 April 2019, SISW will no longer sell LMS Virtual.Lab licenses for any license type (PLC, ALC, YLC, or OTC). Further, Maintenance Services will permanently cease as of April 1, 2019 for all current LMS Virtual.Lab software licenses. The right to continue using current LMS Virtual.Lab software licenses will continue for the full term of the license