Mentor Graphics System Products
Supplemental Terms

These Mentor Graphics System Products Supplemental Terms ("MGSP Terms") amend the End User License Agreement ("EULA") between Customer and SISW solely with regard to the Products identified on the Order Form as MGSP ("MGSP Software"). These MGSP 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 MGSP 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)   "Territory" means the country in which Customer is licensed to install the MGSP Software.

2.   LICENSE AND USE TYPES. The following license and use types may be offered with respect to individual MGSP 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   "Active User License" means a license to use the Software on a single workstation where the use of the Software is restricted by a hardware key or limited to a specific Ethernet address. If the Software is restricted by a hardware key, it is transportable (mobile) to another workstation within the authorized site without issuing a new license file.

2.2   "Backup License" means a license granted solely to support redundancy on Customer's backup or failsafe installations.

2.3   "Concurrent User License" means that access to the MGSP Software at any given moment is limited to the maximum number of Authorized Users indicated on the Order Form.

2.4   "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.

2.5   "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.

2.6   "Node-Locked License" means that the use of the MGSP Software is restricted to a single workstation specified by Customer, and may include a hardware lock device or dongle to manage this restriction.

2.7   "Perpetual License" or **"Extended Term License"** means a license of the Software that extends indefinitely. Perpetual Licenses do not include Maintenance Services.

2.8   "Test/QA 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.

3.   OTHER PROVISIONS.

3.1   Additional Use Restrictions. Use of specific MGSP Software may be restricted to a certain compute power (e.g. number of cores used to process a job) and several licenses may be combined to utilize the compute power of each license for use by one or more Authorized User. These restrictions are specified in the Documentation.

3.2   Global Licenses. If Customer has acquired the right to use MGSP Software globally under separate Supplemental Terms, such global licenses must be maintained on a separate server to ensure differentiation from licenses restricted to the Territory.

3.3   Source Code. If any Software or portions thereof are provided in source code form, Customer will use the source code only to correct software errors and enhance or modify the Software for the use authorized herein.

3.4   Third Party Beneficiary. Microsoft Corporation is a third party beneficiary of the Agreement as it relates to MGSP Software licensed under these MGSP Terms with the right to enforce the obligations set forth herein.