

Simcenter TASS Software Supplemental Terms

These Simcenter TASS Software Supplemental Terms (“TASS 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-TASS (“TASS Software”). These TASS Terms, together with the EULA and any 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 TASS 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 specialized piece of integrated circuitry that reads or collects program instructions and executes them, regardless of its location in the computer hardware such as, but without being limited to, a central processing unit (CPU) or a graphics processing unit (GPU). CPU’s and GPU’s may contain one or more Cores.
 - (d) “License Server” means the server where the license key is installed, as identified in the Order.
 - (e) “Module” means a specific standalone piece of Software or a specific functionality of the Software which is separately marketed, the use of which requires a separate license.
 - (f) “Territory” means the country in which Customer is licensed to install the TASS Software.
2. **LICENSE AND USE TYPES.** The following license types may be offered with respect to individual TASS Software products. Additional license 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 “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.
 - 2.2 “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 “Backup License” means a license granted solely to support redundancy on Customer’s backup or failsafe installations.
 - 2.4 “Concurrent User License” means that access to the TASS Software at any given moment is limited to the maximum number of Authorized Users indicated on the Order Form.
 - 2.5 “Named User License” means that access to the TASS Software is restricted to named Authorized Users. Customer may re-assign a Named User License once per calendar month.
 - 2.6 “Node-Locked License” means that the use of the TASS 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 “Per Product License” means that the use of the TASS Software is restricted to the number of third-party products to which the TASS Software is interfaced on a one-to-one basis.
 - 2.9 “Per Server License” means that the use of the TASS Software is restricted to a single, specified server.
 - 2.10 “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.
 - 2.11 “Madymo Token” means a license right that may be separately purchased by Customer in an Order and that is accounted for by the License Server. Customer can use Madymo Tokens at any time during the term of the Agreement and may obtain one or more licenses to use Modules of the Simcenter Madymo Software family. An Authorized User can only access the relevant Modules if there is a sufficient number of Madymo Tokens available on the License Server to access those Modules in accordance with the values specified in the Simcenter Madymo Software. When an Authorized User applies the required number of Madymo Tokens to access certain Modules, a corresponding number of Madymo Tokens will be checked out from the License Server and will no longer be available for use by other Authorized Users until the first Authorized User(s) exits the Modules that have been accessed.

3. **ADDITIONAL RESTRICTIONS.** The software licensing system integrated in the TASS Software controls and limits the number of Cores that can be used simultaneously to make calculations with the Software. Notwithstanding any other provision of the Agreement, each single license for TASS Software is limited to use only a single Core which means that the simultaneous use of multiple Cores for a given calculation will require a corresponding number of licenses to the TASS Software.