

Simcenter Software Supplemental Terms

These Simcenter Software Supplemental Terms (“**Simcenter Terms**”) amend the End User License Agreement (“**EULA**”) between Customer and SISW solely with regard to the Products identified on the Order as SIM-LMS, SIM-CDA and SIM-TASS (“**Simcenter Software**”). These Simcenter 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 elsewhere in the Agreement. The following additional definitions apply to these Simcenter Terms:
 - (a) “**Authorized Agents**” means individuals who are working on Customer’s premises and require access to Simcenter Software in support of Customer’s internal business as Customer’s consultants, agents, or contractors.
 - (b) “**Authorized Users**” means Customer’s employees or 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) “**Session**” means the usage of the Simcenter Software by an Authorized User for the enablement of a function available in the Simcenter Software.
 - (e) “**Site**” means a single physical Customer location where the Simcenter Software is permitted to be used by Authorized Users.
 - (f) “**Territory**” means the Site(s) or geographic area specified on the Order where Customer is licensed to install and use the Simcenter Software. If not specified on the Order nor elsewhere in the Agreement, the Territory shall be the country in which the Customer has its principal place of business.

2. **SOFTWARE LICENSE AND USE TYPES.** The following license and use types may be offered with respect to individual Simcenter Software. Additional license and use types may be specified with respect to certain Products as set forth on an Order. Each license may be used only by Authorized Users in the Territory and for the term as specified on the Order. Separate installations must be maintained for SISW software licensed with different Territory specifications.
 - 2.1. “**Backup**” license means a license granted solely to support redundancy on Customer’s backup or failsafe installations.
 - 2.2. “**Floating**” or “**Concurrent User**” license means that access to the Simcenter Software at any given moment is limited to the maximum number of Authorized Users indicated on the Order. Unless specified otherwise in the Order, it may be used only by a single Authorized User.
 - 2.3. “**Named User**” license means that access to the Simcenter Software is restricted to named Authorized Users. Customer may re-assign a Named User license once per calendar month. Unless specified otherwise in the Order, it may be used only by a single Authorized User.
 - 2.4. “**Node-Locked**” license means that the use of the Simcenter Software is restricted to a single workstation and may include a hardware lock device or dongle to manage this restriction. Hardware lock devices or dongles are freely transportable to another workstation within the Territory without issuing a new license file.
 - 2.5. “**Per Product**” license means that use of the Simcenter Software is restricted to the number of third-party products to which the Simcenter Software is interfaced on a one-to-one basis.
 - 2.6. “**Per Server**” license means that use of the Simcenter Software is restricted to a single, specified server instance.
 - 2.7. “**Perpetual**” or “**Extended**” license means a license that extends indefinitely. Perpetual license fees do not include Maintenance Services.
 - 2.8. “**Rental**” license means a license for a limited term of less than one year as identified on the Order. Maintenance Services for a Rental license are included in the Rental license fee.
 - 2.9. “**Subscription**” means a license for a limited term as identified on the Order. 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.
 - 2.10. “**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. SOFTWARE LICENSE OPTIONS.** In combination with the license and use types specified above, the following license options and features may be offered with respect to the Simcenter Software Products:
- 3.1. **“HPC”** means an option that allows a Serial Session to utilize one additional Core. Each additional Core requires another HPC.
 - 3.2. **“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 on the Order. 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.
 - 3.3. **“Power Session”** means an option for an Authorized User to use the Simcenter Software for a single, consecutive Session on an unlimited number of Cores.
 - 3.4. **“Power Token”** means an option that can be used to obtain the following: (i) a limited Serial Session to use the STAR-CCM+ Simcenter Software (excluding access to solvers) upon the redemption of ten Power Tokens; (ii) one HPC option 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.
 - 3.5. **“Serial Session”** means an option for an Authorized User to use the Simcenter Software for a single Session on a single Core.
 - 3.6. **“Token”** means a pre-paid credit unit which an Authorized User can temporarily convert into a license to access and use certain pre-defined software functionalities, applications and/or modules of the related Simcenter Software product designated on the Order. The specific functionalities, applications and modules that can be accessed and the quantity of Tokens required are described in the Documentation. A Token may be reused during its term.
- 4. TERMS AND CONDITIONS FOR TOKENS.** The following terms and conditions apply to the purchase of Tokens (but not Power Tokens):
- 4.1. Unless explicitly provided otherwise in the Documentation of the Simcenter Software product to which the Tokens pertain, Customer shall only be entitled to use Tokens if Customer has purchased a separate base license for that particular Simcenter Software product.
 - 4.2. If additions, changes, or deletions are made to a Simcenter Software product which would result in new or updated functionality or applications and modules eligible for Token access, Customer will only be able to use Tokens to access such new or updated functionality, or applications and modules, if both the corresponding base license for the Simcenter Software product and the applicable Tokens are covered by a current active Maintenance Services Order.
- 5. USE OF API'S.** If the Simcenter Software includes any Application Programming Interfaces that are identified as published in the Documentation (collectively the **“APIs”**), Customer may use such APIs to develop software for Customer's internal use. Customer may not use the APIs to enable unauthorized use of the Software. SISW has no obligations or liability for software developed by Customer using the APIs.
- 6. TERMS AND CONDITIONS APPLICABLE ONLY TO SIMCENTER CD-ADAPCO SOFTWARE.** For Simcenter Software identified on the Order as SIM-CDA:
- 6.1. If not specified otherwise on the Order and to the extent the license is not specified to be **“Multi-Site”**, the Territory shall be a single Site.
 - 6.2. If the Order does not explicitly identify the Site(s), then the Territory is the address where the server is located on which the license management portion of the Simcenter Software is installed.
- 7. TERMS AND CONDITIONS APPLICABLE ONLY TO SIMCENTER TASS SOFTWARE.** With respect to Simcenter Software identified on the Order as SIM-TASS, the software licensing system integrated in the Simcenter Software controls and limits the number of Cores that can be used simultaneously to make calculations with the Simcenter Software. Notwithstanding anything to the contrary in the Agreement, each single license for Simcenter Software is limited to use only a single Core, which means that simultaneous use of multiple Cores for a given calculation will require a corresponding number of licenses to Simcenter Software.