

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 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 elsewhere in the Agreement. The following additional definitions apply to these MGSP Terms:
 - (a) “**Authorized Agents**” means individuals who are working on Customer’s premises and require access to MGSP 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) “**Site**” means a single physical Customer location where the MGSP Software is permitted to be used by Authorized Users.
 - (d) “**Territory**” means the Site(s) or geographic area specified on the Order where Customer is licensed to install and use the MGSP Software. If not specified on the Order nor elsewhere in the Agreement, the Territory shall be the country in which Customer has its principal place of business.

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. Each license may be used only by Authorized Users in the Territory and for the term as specified in 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 MGSP 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 “**Node-Locked**”, “**Active**” or “**Active User**” 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. Hardware lock devices or dongles are freely transportable to another workstation within the Territory without issuing a new license file.
 - 2.4 “**Perpetual**” or “**Extended**” license means a license of the MGSP Software that extends indefinitely. Perpetual licenses do not include Maintenance Services.
 - 2.5 “**Rental**” license means a license for a limited term of less than one year as identified in the Order. Maintenance Services for a Rental license are included in the Rental license fee.
 - 2.6 “**Subscription**” license means a license for a limited term as identified in an 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.
 - 2.7 “**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 Source Code. Customer will use MGSP Software provided in source code form only to modify or enhance the MGSP Software for the authorized use.