

Academic & Student Licenses Supplemental Terms

These Academic and Student License Supplemental Terms (“Academic Terms”) amend the End User License Agreement (“EULA”) between Customer and SISW solely with regard to the Products identified on the Order Form as “ACAD” (“Academic Products”). These Academic Terms, together with the EULA and other applicable Supplemental Terms, form the agreement between the parties (“Agreement”). In the event of a conflict, these Academic Terms supersede any other Supplemental Terms, which supersede the EULA.

1. **DEFINITIONS.** Capitalized terms used herein have the meaning as defined in the Agreement. The following additional definitions apply to these Academic Terms.
 - (a) “Academic Institutional License” means a license of Academic Products solely for educational purposes to a Customer that has been identified by SISW as an academic institution or other qualifying non-profit organization.
 - (b) “Academic Institutional Software” means an Academic Software Product licensed under an Academic Institutional License.
 - (c) “Authorized Users” for purposes of Academic Institutional Licenses, means Customer faculty, staff members, students and graduate assistants located in the Territory.
 - (d) “Student” means a Customer who is an individual student who has purchased a valid Student License.
 - (e) “Student License” means a license of Academic Products to Students in an academic setting for purposes of studies directly related to a diploma-seeking program.
 - (f) “Territory” means the country in which the Academic Product is procured and installed.
2. **ACADEMIC INSTITUTIONAL LICENSES AND TERMS.** The following Academic Institutional Licenses may be offered with respect to individual Academic Products. Additional license and use types may be specified with respect to certain Academic Products as set forth in an Order Form. Each license may be used only according to the applicable Supplemental Terms and for the term as specified in the Order Form.
 - 2.1 An Academic Institutional License may be a limited term license or a perpetual license. A limited term extends for a period of one year following the first day of the month immediately following the date the Academic Product is made available to Customer via electronic download and will expire unless it is renewed by mutual agreement of the parties. The annual fee for a limited term license includes Maintenance Services as described below. Either party may terminate such license by providing the other party with at least 60 days written notice prior to the expiration of the then current term. Perpetual licenses will not include Maintenance Services.
 - 2.2 Customer will limit use of the Academic Product to Authorized Users solely for purposes directly related to teaching, training, degree-granting programs, and research and development that are part of the instructional functions performed by Customer. Customer may not use Academic Products for (i) any training, or instructional endeavors for non-degree seeking students; (ii) any training or instructional endeavors for any third party that may be a licensee of the applicable Academic Product under separate agreement with SISW; (iii) any commercial purpose, including but not limited to, commercial processing, paid-for consulting, or processing the work of any affiliates; and (iv) developing software for license or sale. Prior to use by Authorized Users of Academic Institutional Software on personal or home computers, Customer will have the Authorized Users sign SISW’s standard Academic Single User Agreement. Customer will keep the signed Academic Single User Agreements and provide them to SISW upon request.
 - 2.3 Customer agrees that: (i) Customer will use the Academic Product as part of its standard offered curriculum in a course or courses offered at least once per academic year; (ii) Customer will obtain advance written approval from SISW for all documents intended for publication by Customer which concern the capability, functionality and/or methodology of the Academic Product; (iii) All software programs and associated documentation developed by Authorized Users which interact and/or interface with the Academic Product will be disclosed to SISW. Such programs and documentation will be made available to SISW in source code form upon request. Customer grants to SISW a nonexclusive, transferable, paid-up, royalty free license to use and/or market, distribute and modify any such software program, to the extent that this provision does not conflict with any pre-existing processing grant or contract applicable to such software and documentation. Where such pre-existing Customer grant or contract conflicts with this provision, the pre-existing grant or contract provision will take precedence over this provision, provided that SISW is notified in advance of such grant or contract restriction.
 - 2.4 Academic Institutional Software that includes SISW’s Parasolid or D-Cubed products shall be subject to a separate agreement between the parties.

- 2.5 Standard Maintenance Services offered by SISW to its commercial customers do not apply to Academic Institutional Software. SISW will provide Maintenance Services to Customer, but not individual Authorized Users, between the hours of 8:00 a.m. and 5:00 p.m. in local time zones of the contiguous United States, Monday through Friday, excluding SISW observed holidays. Customer will designate a trained technical contact who will serve as a focal point for administering and resolving all Customer requests for support. The technical contact will use best efforts to solve Customer problems or issues related to the Academic Institutional Software prior to contacting SISW for assistance. The technical contact will forward all service requests to SISW and will also serve as the recipient of all on-site Maintenance Services.
- 2.6 Maintenance Services are provided only for the most current release of the Academic Institutional Software and consist of the following: (i) telephone support; (ii) bulletin board service in which Customer may electronically log software support requests and access release notes and software information; and (iii) upgrades to the Academic Institutional Software, if and when made available by SISW. Upgrades will not include separate software modules that are available for license at additional charge. Customer will install all software updates within 30 days after receipt thereof, or at the end of Customer's current semester, whichever is later.
3. **STUDENT LICENSES AND TERMS.** Student Licenses may be offered with respect to individual Academic Products. Additional license and use types may be specified with respect to certain Academic Products as set forth in an Order Form. Each license may be used only according to the applicable Supplemental Terms and for the term as specified in the Order Form. A Student License will be licensed for a period of one year following the first day of the month immediately following the date the Student License is made available to Student, or such longer period of time as specified by SISW in an Order Form. A Student License will automatically terminate if Student exceeds the scope of the license terms specified herein. A Student License is granted without Maintenance Services of any kind.
4. **WORK PRODUCT AND DATA.** Work product and other data created with Academic Products contain certain limitations that make the data unusable outside the educational use area. If Customer combines or links data created with an Academic Product with other data, then such other data may also be affected by these limitations. SISW has no responsibility or liability whatsoever resulting from Customer's combination of data or linking data created with Academic Products with data otherwise created.