

# Simcenter Supplemental Terms

Siemens Digital Industries Software



These Simcenter Supplemental Terms (“**Simcenter Terms**”) amend the Universal Customer Agreement (“**UCA**”) or End User License Agreement (“**EULA**”) between Customer and SISW solely with regard to Offerings and Products which have been assigned any of the following alphanumeric codes in the Order: SIM-LMS, SIM-CDA and SIM-TASS (“**Simcenter Offerings**”). These Simcenter Terms, together with the UCA or EULA, as applicable, 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:

“**Authorized Agent**” means an individual who is working on Customer’s premises and requires access to Simcenter Software in support of Customer’s internal business as Customer’s consultant, agent, or contractor.

“**Authorized User**” means a Customer employee or Authorized Agents. For licenses granted for a Territory that includes more than one country, this also includes employees and Authorized Agents of Customer Subsidiaries.

“**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.

“**Customer Subsidiaries**” means companies controlled by Customer, for as long as such control exists. For purposes of this definition “control” is the direct or indirect ownership of more than 50% of voting securities of an affiliate. Where the parties have agreed to a different definition regarding which entities may use Simcenter Offerings (other than Customer), “Customer Subsidiaries” will have the meaning ascribed to it in those different terms.

“**Session**” means the usage of the Simcenter Software by an Authorized User for the enablement of a function available in the Simcenter Software.

“**Simcenter Software**” means the Software contained within a Simcenter Offering.

“**Site**” means a single physical Customer location where the Simcenter Software is permitted to be used by Authorized Users.

“**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 is located as indicated on the Order.

2. **SOFTWARE LICENSE AND USE TYPES.** The following license and use types may be offered with respect to Simcenter Software. Additional license and use types may be specified with respect to certain Software 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 number of Authorized Users for whom Simcenter Software licenses have been acquired as per the Order.
- 2.3. “**Named User**” license means that access to the Simcenter Software is restricted to a one specific Authorized User identified by name. A Named User license may not be used by multiple individuals. Customer may re-assign a Named User license to a different individual once per calendar month.
- 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 SISW or 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. Power on Demand allows Authorized Users to use the specified Simcenter Software worldwide.
  - 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 CPU Cores.
  - 3.4. **“Power Session Plus”** means an option for an Authorized User to use the Simcenter Software for a single, consecutive Session on an unlimited number of CPU and GPU Cores.
  - 3.5. **“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.
  - 3.6. **“Serial Session”** means an option for an Authorized User to use the Simcenter Software for a single Session on a single Core.
  - 3.7. **“Token”** means a pre-paid unit which an Authorized User can temporarily convert into a license to access and use certain pre-defined software functionalities, applications and/or modules. The specific functionalities, applications and modules that can be accessed and the quantity of Tokens required are described in the Documentation. When Tokens are applied by an Authorized User, those Tokens will not be available until the Authorized User ceases to use the functionalities, applications or modules which have been accessed.
  - 3.8. **“Value Based License”** means a Token for a particular Simcenter Software product designated on the Order Form.
  - 3.9. **“Simcenter Flex Token”** means a Token which is not tied to a particular Simcenter Software product and can be used across multiple, eligible Simcenter Software products. Simcenter Flex Tokens are only available as Subscription.
  - 3.10. **“Simcenter Flex Base”** means a base Token which is required to use a Simcenter Software product eligible for Simcenter Flex Tokens access. Simcenter Flex Base is only available as Subscription.
4. **TERMS FOR VALUE BASED LICENSES.** Unless explicitly provided otherwise in the Documentation of the Simcenter Software product to which a Value Based License pertains, Customer shall only be entitled to use a Value Based License if Customer has purchased a separate base license for that particular Simcenter Software product. 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 Value Based License access, Customer will only be able to use Value Based Licenses 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 Value Based Licenses are covered by a current active Maintenance Services Order.
5. **TERMS FOR SIMCENTER FLEX TOKENS.** Customer shall only be entitled to use Simcenter Flex Tokens if Customer has purchased a Simcenter Flex Base license option. Simcenter Flex Tokens can only be used on installed instances of Simcenter Software that are enrolled in SISW’s Product Excellence Program. By using the Flex Tokens the Customer consents to submit FlexLM license server report logs to SISW quarterly as described in the Documentation.
6. **TERMS APPLICABLE ONLY TO SIM-CDA SOFTWARE.** For Simcenter Software which has been assigned the alphanumeric code SIM-CDA on the Order (**“SIM-CDA Software”**), the Territory shall be a single Site unless it is specified otherwise on the Order or unless the license is specified to be ‘Multi-Site’. If the Order does not explicitly identify the Site(s), then the Territory for the SIM-CDA Software is the address where the server is located on which the license management portion of the SIM-CDA Software is installed.
7. **INDIRECT USE.** Indirect use of Simcenter Offerings via hardware or software used by Customer does not reduce the number of Authorized User entitlements that Customer needs to acquire.
8. **HOST IDENTIFIER; THIRD PARTY HOSTING.** Customer will provide SISW with sufficient information, including the host identifier for each workstation or server upon which the license management portion of Software will be installed, for SISW to generate a license file enabling Software access per the scope of the licenses granted under each Order. Customer may only engage a third party to host Software with SISW’s prior written consent. SISW may require a separate written agreement as a condition to such consent.
9. **USE OF APIS.** If 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.

10. **MAINTENANCE SERVICES FOR SIMCENTER SOFTWARE.** Maintenance, enhancement, and technical support services for Simcenter Software (“**Maintenance Services**”) are governed by the terms found at <https://www.siemens.com/sw-terms/mes>, which are incorporated herein by reference.
11. **ADDITIONAL TERMS APPLICABLE TO XaaS OFFERINGS.**
- 11.1 **Entitlements.** Cloud Services contained within a Simcenter Offering may be used (i) worldwide by the number of Authorized Users set forth in the Order with respect to such Cloud Services, subject to Customer’s obligations in the Agreement regarding compliance with export controls, and (ii) solely in conjunction with the Simcenter Software contained within such Simcenter Offering. For purposes of such Cloud Services, an Authorized Agent may also occasionally access and use Cloud Services from locations other than Customer’s premises. Where Cloud Services allow Customer to provide access to additional users in a ‘guest’ (guest) capacity, such guest user access may be provided to any individual who requires access to such Cloud Services in support of Customer’s internal business as Customer’s employee, customer, client, supplier, consultant, agent, contractor or other business partner. Guest users shall be considered Authorized Users under this Agreement, but will not count towards the limited number of Authorized Users set forth in the Order for that subscription. In any case, each user must be a specific Authorized User identified by name. Customer may re-assign each entitlement to access and use Cloud Services from one Authorized User to another Authorized User within the same entitlement category once per calendar month. Additional use limitations may apply to Customer’s use of Cloud Services, which may be technically enforced via Cloud Services settings.
- 11.2 **Support and SLAs.** SISW’s technical support for these Cloud Services and the applicable service levels are governed by the Cloud Support and Service Level Framework found at <https://www.siemens.com/sw-terms/sla>, which is incorporated herein by reference. Technical support and service levels are not applicable to Cloud Services used in conjunction with Software for which Maintenance Services are no longer provided.