

Note: Draft for discussion purposes only.

Quotation 1027883
Licensed Software Designation Agreement
 Valid through: August 8, 2021

Acme Testing Company
 16 Wintercress Way
 Bellingham, WA 982294447

Quote Date: July 21, 2021

USA

Perpetual Licenses & Maintenance

Product Number	Name/Description	Qty
STAR2003M	STAR-CD /pro-STAR (multi-site) User Type:Concurrent Simultaneous User (Floating), License Type:Extended License, Version:2020.1 Supplemental Terms:SIM-CDA	1

Sub-Total

Subscriptions

Product Number	Name/Description	Subscription Term	Qty
STAR1002	Simcenter STAR-CCM+ Power Session XaaS User Type:Concurrent Simultaneous User (Floating), License Type:XaaS Subscription, Billing Plan:Annual, Version:2021.1, Subscription Start Date: July 16, 2021, Subscription End Date: July 15, 2024 Supplemental Terms:SIM-CDA, Xcelerator Share: 5 Authorized Users; 5 GB storage	36.00 Months	1
STAR1011	Simcenter STAR-CCM+ Batteries XaaS User Type:Concurrent Simultaneous User (Floating), License Type:XaaS Subscription, Billing Plan:Annual, Version:2021.1, Subscription Start Date: July 16, 2021, Subscription End Date: July 15, 2024 Supplemental Terms:SIM-CDA, Xcelerator Share: 5 GB storage	36.00 Months	1
STAR2000	STAR-CD User Type:Concurrent Simultaneous User (Floating), License Type:Subscription, Billing Plan:Annual, Version:2020.1, Subscription Start Date: July 16, 2021, Subscription End Date: July 15, 2024 Supplemental Terms:SIM-CDA	36.00 Months	1

Sub-Total

All the above software products are quoted with 0 Month(s) Maintenance and Platform:LNx64 and Install Number:New 1

If a Subscription does not have a start date displayed, the start date will be three days after the order is finally processed.

Professional Services

Product Number	Name/Description	Qty
LMSTR-T	LMS TEST Standard Training per day Supplemental Terms:SERV	1

Sub-Total

Hardware

Product Number	Description	Qty
SCM-RV4-RT	Simcenter SCADAS Mobile 4-ch torsional vibration module with real-time digital output License Type:Hardware Supplemental Terms:HW	1

Sub-Total

All the above hardware products are quoted with WARRANTY, 0 Month(s) Maintenance, Install Number:New 1.

Totals

License:

Education

Hardware:

Shipping and Handling Fee:

Additional Terms and Conditions:

For Xcelerator Share cloud services, the number of Authorized Users (including guest users) who may participate in the same collaboration project is limited to 10, unless Customer has purchased additional entitlements. Any volume of storage space noted above for the Xcelerator Share cloud services is incremental to the floating storage of 500 GB available for use across all of Customer's current subscriptions which include Xcelerator Share cloud services and which are assigned to the same tenant.

Delivery:

The Software term starts the date the Software is made available to the customer by SISW, unless noted otherwise herein.

SISW, in its sole discretion, reserves the right to accept or reject any LSDA. Once an LSDA for Software is accepted by SISW, delivery of the Software identified in the LSDA will occur when SISW makes the Software available to the Customer by means of electronic download from a website specified by SISW. Physical shipment of the media is SISW's option and will occur as an accommodation to the Customer or because certain elements of the Software are not available for electronic download. The software will be delivered DAP (Incoterms 2010).

Validity:

Any software, hardware services provided to customer hereunder are subject to the terms and conditions of the license and services agreement entered into by the customer and SISW, or its authorized distributor with respect to the applicable software, hardware or services. This quotation is valid only through the above expiration date, or, if not specified, for thirty (30) days. Any extension to this validity period must be confirmed in writing and signed by both parties. Customer acknowledges that renewal orders for maintenance, enhancement and support services ("ME&S") shall be deemed accepted by the Customer by payment of any ME&S invoice issued as a result of this quotation, course of dealing between the parties or the provision of ME&S services following the automatic renewal date.

Software Maintenance:

No maintenance is being purchased on the products referenced on LSDA No. 1027883-3

If maintenance is subsequently purchased it will be back dated to the first day of the month following the date of delivery of this Software to the Customer. The price for this maintenance will be at the then current list price, calculated on the same discount basis as this Software sale. If maintenance is purchased more than 90 days after the date of the software sale, an additional 25% reinstatement fee will be charged in addition to the maintenance fee.

Subscription License

Product Number(s) STAR2000, "Subscription" license means a license whose term is limited to a period of time mutually agreed by the parties in this LSDA. A Subscription license is renewable by mutual agreement of the parties for an additional limited term or terms following expiration of the initial Subscription term, but a Subscription license may not be converted to an extended term license or perpetual license under any circumstances. Upon expiration of the initial term or the renewal term, if applicable, the Subscription license will terminate and the Customer must cease any further use of the Subscription license thereafter. Maintenance services for a Subscription license are included in the Subscription license fee. Subscription license fees are payable in advance and will be invoiced as specified by the parties in this LSDA. For multiple year Subscription terms, the copyright owner of the software retains the right to require new license keys to be issued periodically during the Subscription term.

The applicable terms for this LSDA are available at the web page(s) below:

Universal Customer Agreement (UCA):

<https://www.siemens.com/sw-terms/uca>

Supplemental Terms identified by the following alphanumeric codes:SIM-CDA, SERV, HW

<https://www.siemens.com/sw-terms/supplements>