

## AMCAD ENGINEERING

### OFFERING SPECIFIC TERMS (OST)

#### FOR

#### **IQSTAR 1.7 / VISION 2.4.1 / WHITEBOARD 1.7 / FLOATING SERVER 1.1: LICENSED PROGRAMS**

The Offering Specific Terms (OST) and the terms referenced here (including those on Amcad Engineering website) form an essential component of the End User License Agreement and Support and Maintenance Agreement between AMCAD and the Customer which explicitly mentions this OST.

## 1 DEFINITIONS

### 1.1 Dispatch time

Dispatch time is the waiting time between License purchase order date and the effective License Activation date.

### 1.2. Fixed License

Fixed License refers to a License Activation which is installed to run the Software on a specific Machine, provided that the Machine does not function as a network server. The Software should solely be operated from the console of a Machine by a single Licensee at a given time. Licensee has the option to reassign the Machine designated for Software operation to a different Machine, whether temporarily or permanently, but not exceeding five (5) times within any twelve (12) month period. Fixed License can be used **offline** thanks to a Node-Locked Dongle or a given Token provided by AMCAD Engineering. Alternatively, Fixed License can be used **online**, Tokens are provided remotely thanks to a License Product Key provided by AMCAD Engineering.

### 1.2. Flexible License

Flexible License refers to a License Activation which is installed to run the Software on different Machines, provided that the Machines do not function as a network server. The Software should solely be operated from the console of a Machine by a single Licensee at a given time. Licensee has the option to reassign the Machine designated for Software operation to different Machines. Beforhand, Licensee has to install on each Machine a pairing Token to activate the Flexible License. Flexible License can be used **offline** thanks to a Transportable Dongle. There are no online Flexible Licenses.

### 1.3. Floating License

Floating License refers to a License Activation which is installed to run the Software on a specific Machine which act as a single designated network server for different users. This software licensing model enables shared access across multiple devices, multiple Licensees, permitting concurrent usage based on the number of licenses purchased. It provides flexibility and cost effectiveness for organizations with varying user needs and diverse computing environments. In the case of Machine Licenses designated as part of a group, Licensee is responsible for and must designate a central administrator to manage the Licenses. This includes the installation of the Software and any new Software releases provided during any paid Software Maintenance Program.

### 1.4. License

License refers to the END USER LICENSE AGREEMENT provided with the Software installer program. This is a legal agreement between Amcad Engineering, the Software copyright holder, a French "Société par Actions Simplifiée" registered office is at 20 rue Atlantis, 87000 Limoges, FRANCE hereinafter named ("AMCAD"), and the customer ("Customer") who wants to use a copy of the Software release associated with a unique License Product Key.

### 1.5. Licensee

Licensee refers to you, whether as an individual or an entity, receiving the License from AMCAD. As the Licensee, you bear the responsibility for adhering to the contractual obligations outlined in the License End User Agreement provided with the Software. Additionally, you are accountable for ensuring that anyone authorized to access the Programs also abides by these obligations.

### 1.6. License Activation

License Activation means a code provided to the Software installed on a Machine to enable the Software functionalities. Each License Activation is associated with a License Product Key.

The license activation enables the Software capabilities which are granted to the Customer, according to the Software pricing structures and the contract related to the financial transaction between AMCAD and the Customer.

- Online License Activation requires an internet access to log on the AMCAD server, this one will provide a Token associated with the License Product Key, to enable the License Activation.

- Offline License Activation requires either a specific file which contain a License Product Key associated with one (1) Machine, or a Transportable Dongle which embeds a License Product Key. Such a dongle has to be plugged into a USB port of the Machine.

### **1.7. License Product Key**

License Product Key means a set of characters with the following format:

XXXX-XXXX-XXXX-XXXX

Each X is a letter from A to Z or a number from 0 to 9. This key is not case sensitive.

A single License Product Key can be used to manage several Fixed Licenses.

### **1.8. Machine**

A Machine means the computer and it's operating system on which the Software provided by AMCAD is installed.

### **1.9. Machine Count**

Machine Count defines the number of Machines associated with a License Product Key.

- A single License Product Key can be used to manage several Fixed Licenses.

### **1.10. Machine Key**

Each machine has its own unique key, the machine key. This key number is generated by the Software installer for which a License Product Key is required. A Machine Key has the following ASCII format :

XXXXXXXX-XXXXXXXX-XXXXXXXX-XXXXXXXX-XXXXXXXX

Each X is a letter from A to Z or a number from 0 to 9. This key is not case sensitive.

This Machine Key is based on Machine hardware configurations; any significative change to this configuration (motherboard, CPU, etc.) will impact the generated machine key. The generation method may differ depending on the operating system (Windows or Linux). In case of Machine significant upgrade, the License Product Key may not enable the License Activation.

The program used to generate a Machine Key does not disclose any information on the Hardware configuration to AMCAD. The Machine Key cannot be used by AMCAD to retrieve some information on the Computer used to install the software.

The Machine name (related to the computer's NetBIOS name) is known to AMCAD. This makes it possible to link the computer's name to its Machine Key, facilitating communication between AMCAD and the client for eventual manual de-registration of a License Key for a particular Machine.

### **1.11. Machine Management**

Machine management allows the Customer to detach a registered Machine from its License Product Key in the event of a hardware renewal, for example.

If the Machine cannot be detached from the License Product Key by the customer, if the Machine has been destroyed for example, AMCAD can detach the Machine on behalf of the customer on request.

### **1.12. No Clock Check**

"No Clock Check" feature enables the product's license key to operate independently of the machine's system date in the event of a license activation time limit. The date is checked by the license server itself. However, when no Internet connection is available, a date and time validation is performed. Manipulation of the date using the Machine's operating system can result in a clock error, and only an Internet connection can bypass this security check.

### **1.15. Node-Locked Dongle**

Node-locked Dongle means a Physical device which activates a Fixed License that needs to be used offline. This Node-Locked Dongle must be plugged to a universal serial bus port of the designated Machine on which the software needs to be installed. The Node-Locked Dongle will record the Machine Key once plugged. A Licensee has the option to reassign the Machine designated for Software operation to a different Machine, in accordance with the terms of use of a Fixed License.

### **1.13. Software**

The software refers to IQSTAR or VISION or WHITEBOARD released versions. These programs enable a computer system to perform specific tasks or functions to address measurement, modeling and simulation of RF circuits. It encompasses a wide range of applications, utilities, operating systems, and other programs designed to control, manage, and facilitate various computing operations.

#### **1.14. Token**

Use of Token based mode provides a right to use a determined number of tokens for the duration of the license. Tokens are reserved for one (1) use at a time and when released, are available for other uses. The quantity of tokens required for a given use of the AMCAD Software is determined by the Product Portfolio and/or in the Documentation, and may be changed in the event of modifications to such Software. Pool of tokens of the same type can be accessed and used simultaneously by one or several authorized users and/or Machines, as applicable within the limit of the number of available tokens. Tokens of a given type(s) may be required to enable use of other AMCAD Software.

#### **1.16. Transportable Dongle**

Transportable Dongle means a Physical device which contains a License Product Key. This Transportable Dongle must be plugged to a universal serial bus port of the designated Machine on which the software needs to be installed. This Transportable Dongle can be used on different Machines on which a pairing Token has been previously installed.

## **2 LICENSING SCHEME DEFINITIONS AND CAPABILITIES**

### **2.1. Automatic Machine Registration**

Automatic machine registration makes it easy to generate the machine key and share this information with the AMCAD server to start using the software immediately.

### **2.2. Automatic Software Update**

Automatic Software Update is offered to the user. This feature is never run automatically to avoid problems in production environments, but a notification with the download link is displayed when a new version is released with the associated release note. Customers can decide to revert to the previous version if needed.

### **2.3. Dynamic Notifications**

Dynamic notifications enable the customer to receive real-time notifications from the software, to be informed of the latest features offered by new versions.

### **2.54. Dynamic Modifications**

Dynamic modifications enable the capability to get access to an updated License Activation (renewed trial, new modules, etc.) in real time once the software has been reinitialized.

### **2.11 Software Trial Support**

Software trial support enables the use of time-limited License Product Keys and associated modules, generally provided as part of pre-sales activities.

### **2.12 VM Support**

VM support functionality can be used to install the Software on a Virtual Machine (VM): bare metal (VMWare ESXi, etc.) or hosted (VMWare Workstation, VirtualBox.).

### 3 TABLE OF FUNCTIONALITIES

The table below shows all possibilities/constraints for each License Activation type:

	Online License Activation	Offline License Activation Format		
	Internet Access Required for online Token <sup>*1</sup>	File provided for a Machine	Node-Locked Dongle for Fixed License	Transportable Dongle for Flexible License
Microsoft Windows <sup>®</sup> support	✓	✓	✓	✓
Linux <sup>®</sup> support	✓	✓	X	X
Fixed License	✓ <sup>*2</sup>	✓	✓	X
Flexible License	X	X	X	✓
Floating License	✓	✓	X	X
Software Trial Support	✓	X	TIME Limited only	TIME Limited only
Dynamic Notifications	✓	X	X	X
Dynamic Modifications	✓	X	X	X
Automatic Software Update	✓	X	X	X
Automatic Machine Registration	✓	X	X	X
Machine Management	✓ <sup>*2</sup>	X <sup>*3</sup>	X <sup>*3</sup>	✓ <sup>*4</sup>
VM support	✓	X	✓	✓
No Clock Check	✓ <sup>*5</sup>	X	TIME only	TIME only
Dispatch Time	Email	Email + customer manipulations	Mail	Mail
Maximum duration	Unlimited	1 year <sup>*6</sup>	TIME: ~4 years <sup>*7</sup> STD: ~30 years <sup>*8</sup>	TIME: ~4 years <sup>*7</sup> STD: ~30 years <sup>*8</sup>

(<sup>\*1</sup>) Internet is required during the first launch to get a Token required for a License Activation, and at least once every week thereafter.

(<sup>\*2</sup>) Fixed Licenses are not equivalent to Floating Licenses, misuse of this system will result in the customer contacting AMCAD or its sales network to adapt the license to the customer's needs.

(<sup>\*3</sup>) Machines are managed by AMCAD ; the customer must send the registration ID of every machine that need to be assigned to a license

(<sup>\*4</sup>) With a Transportable Dongle, the registration ID of each machine is not required, but the pairing Token is still needed for each Machine to activate the Software.

(<sup>\*5</sup>) A clock validation is done only if no Internet connection is available at launch time; the temporary Token cannot be used anymore if the system clock is manipulated.

(<sup>\*6</sup>) Even if License itself has no expiration date, the Token needs to be renewed each year (or less depending on configured validity time).

(<sup>\*7</sup>) A time dongle contains an internal clock to bypass Machine's system clock verification. The battery lifespan is limited, when this one is not functional anymore, the dongle becomes a standard (STD) dongle which will be synchronized again with the time reference provided by the system clock of the Machine.

(<sup>\*8</sup>) The estimated lifespan of dongle's internal data after flashing.