

ALTAIR ENGINEERING INC.
ENTERPRISE COMPUTING SOFTWARE LICENSE AND MAINTENANCE AGREEMENT
Standard Terms and Conditions

Licensee agree as follows:

1. SOFTWARE LICENSE AND SUPPORT

1.1 License Grant.

(a) "Software" means the Altair computer Software(s) in object code form, not including updates, revisions or the like except as provided by Altair pursuant to the Maintenance Services (as defined below). Altair hereby grants to Licensee a limited, personal, nonexclusive and nontransferable license to install and use the quantity of Software indicated on the applicable quotation on Licensee controlled systems (including Licensee controlled cloud computing environments, only for Licensee's own internal operations by Licensee's Permitted Users (as defined below). Licensee shall be liable for any use or modification of the Software by its Permitted Users. Permitted Users are Licensee's employees and contractors which are (i) engaged in the support of Licensee's business purpose(s), (ii) bound by obligations of confidentiality to Licensee at least as restrictive as the terms hereof and (iii) agree to use the Software in strict compliance with the terms of this Agreement.

(b) Licensee may make a reasonable number of copies of the Software only for archival purposes and only for use as back-ups when the Software are not operational, which copies shall be subject to the provisions of this Agreement, and all proprietary rights notices shall be reproduced in such copies.

(c) Licensee acquires only the right to use the Software as specified herein, and all rights, title and interest in the Software shall at all times remain the sole exclusive property of Altair or Altair's licensors. This Agreement is a license and not a sale of the Software. Altair retains all rights in the Software not expressly granted to Licensee herein.

1.2 Documentation. Altair will provide Licensee with one (1) electronic copy of the applicable Software user's manual in addition to any related published user documentation (the "Documentation"). Licensee may make a reasonable number of copies of the Documentation only for archival and back-ups, and to make it available only to Licensee's Permitted Users for Licensee's own internal operations. Licensee is prohibited from publishing the Documentation on the web, or otherwise making it available.

1.3 Maintenance and Technical Support Services. Altair will provide Licensee with maintenance and technical support services for the Software following the date such Software is received by Licensee (the "Installation Date"), in accordance with the terms and conditions set forth in Exhibit A hereto (the "Maintenance Services"). Annual licenses include Maintenance Services for any additional fee. Maintenance Services for perpetual license are available to licensee for an additional fee as set forth on the applicable quote. Altair shall have no obligation to maintain or support (a) altered, damaged or Licensee-modified Software, or any portion of the Software

incorporated with or into other software not provided by Altair; (b) any version of the Software other than the current version of the Software or the immediately prior release of the Software; (c) problems caused by Licensee's negligence, abuse, or misapplication of Software or use of the Software in a manner not specified in the Documentation; (d) problems beyond the reasonable control of Altair; (e) any support issue that is not reproducible by Altair; or (f) Software installed on any hardware, operating system version or network environment that is not supported by Altair. Support also excludes configuration of hardware, non- Altair Software, and networking services; consulting services; general solution provider related services; and general computer system maintenance.

2. RESTRICTIONS ON USE

2.1 Restrictions. Notwithstanding the foregoing license grant, Licensee shall not do (or allow others to do) any of the following: (a) sell, transfer, assign, sublicense, lease, lend or rent the Software or use the Software for the benefit of third parties (including through as a software service provider or in an outsourcing environment); (b) reverse engineer, decompile, disassemble, modify, translate, or otherwise attempt to discover the source code of, the Software; (c) except for a reasonable number of backup or archival copies pursuant to Section 1.1 (b), copy the Software; (d) create derivative works from the Software or Documentation; or (e) circumvent or otherwise interfere with any authentication or security measures of the Software

2. Additional Restriction. The Software licensed hereunder may not be used for the design, development, production or use of nuclear, chemical or biological weapons or missiles unless Licensee has first obtained all required approvals and export licenses as may be required by the US Government.

3. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated as provided herein. Annual licenses shall have a 12-month term of use and perpetual licenses shall have a term of twenty-five years. Maintenance orders for perpetual licenses have a 12-month term. Annual licenses and maintenance for perpetual licenses shall automatically renew unless either party provides notice to the other party in writing of its intent not to renew.

3.2 Termination. Altair may terminate this Agreement for convenience upon thirty (30) days written notice to Licensee. Either party may terminate this Agreement or any license granted under this Agreement for a material breach of this Agreement which is not cured within thirty (30) days (other than Licensee's breach of Sections 1 or 2, or Licensee's failure to pay as specified below) following notice from the non-breaching party to the breaching party specifying such breach. If Licensee (a) violates Sections 1 or 2; or, (b) fails to pay any fee or other

amount in full when due, Altair may terminate this Agreement or any license granted under this Agreement effective upon notice. Termination of this Agreement shall be without prejudice to or limitation on any other remedies or any accrued obligations of either party.

3.3 Requirements Upon Termination. If a license granted under this Agreement is terminated or expires, Licensee shall (a) immediately cease using the applicable Software, and (b) certify in writing to Altair within thirty (30) days after such termination that Licensee has either destroyed, permanently erased or returned to Altair the Software, all related Documentation and all copies in all forms, partial and complete, in all types of media and computer memory and storage.

4. INDEMNITY

4.1 Infringement Indemnity. Altair will defend and indemnify, at its expense, any claim made against Licensee by a third party based on an allegation that the Software infringes a patent or copyright ("Claim"); provided, that Licensee (i) has not materially breached the terms of this Agreement, (ii) notifies Altair in writing promptly after Licensee first learns of the Claim; and (iii) reasonably cooperates in the defense of the Claim. Altair shall have sole control over such defense. If a Claim is made, Altair may modify the Software to avoid the alleged infringement, provided however, that such modifications do not materially diminish the Software's functionality. If such modifications are not commercially reasonable or technically possible, Altair may terminate this Agreement and refund to Licensee the prorated license fee that Licensee paid for the then current term for annual licenses. Perpetual licenses shall be prorated over a 36-month term. Altair shall have no indemnification obligation under this Section 4.1, if the alleged infringement arises from: (i) Altair's compliance with specifications or instructions prescribed by Licensee, (ii) modification of the Software by Licensee, (iii) use of the Software in combination with other software not provided by Altair and which use is not specifically described in the Documentation, or (iv) Licensee is not using the most current version of the Software, if such alleged infringement would not have occurred except for such exclusions listed here.

THIS SECTION 4.1 STATES LICENSEE'S EXCLUSIVE REMEDY AND ALTAIR'S ENTIRE LIABILITY FOR ANY PROPRIETARY RIGHTS INFRINGEMENT.

5. WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

5.1 Limited Warranty. Altair warrants for 90 days from the Installation Date that such Software, unless modified by Licensee, will perform the functions described in the Documentation provided by Altair under Section 1.2 when operated on the designated hardware and operating system in accordance with the terms hereof. Altair does not warrant that the operation of the Software will be uninterrupted or error-free or that the Software will satisfy Licensee's requirements. For any breach of the above warranties, Licensee's exclusive remedy, and Altair's entire liability, shall be the correction of the non-conforming Software; however, if Altair is unable to correct the non-conforming Software, Licensee shall be entitled to recover

the applicable license fees paid to Altair for such non-conforming Software.

5.2 Warranty Disclaimer. THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALTAIR DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE. The warranties above shall apply only if Altair's examination discloses to its satisfaction that alleged defects actually exist and were not caused by Licensee's misuse, unauthorized modifications, neglect, improper installation or testing, attempts to repair, or the like, or by accident, fire, power surge or failure, or other hazard. Repair or replacement of a part, code or other item does not extend the warranty period beyond the initial warranty period which shall begin on the Installation Date.

6. LIMITATION OF LIABILITY

With the exception of Claims under Section 4.1, Altair's entire liability for all claims arising under or related in any way to this Agreement (regardless of legal theory), shall be limited to, and shall not exceed, in the aggregate, the license and maintenance fees paid under this Agreement by Licensee in the 12 months prior to the claim. ALTAIR SHALL NOT BE LIABLE TO LICENSEE OR ANYONE ELSE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING HEREUNDER (INCLUDING LOSS OF PROFITS OR DATA, DEFECTS IN DESIGN OR PRODUCTS CREATED USING THE SOFTWARE, OR ANY INJURY OR DAMAGE RESULTING FROM SUCH DEFECTS, SUFFERED BY LICENSEE OR ANY THIRD PARTY) EVEN IF ALTAIR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. No action, regardless of form, arising out of the transactions under this Agreement may be brought by either party against the other more than two (2) years after the cause of action has accrued, except for actions related to unpaid fees.

7. PAYMENT TERMS

7.1 Payments. Licensee shall pay in full the fee for licensed Software and/or Maintenance Services within thirty (30) days of receipt of the invoice. Past due fees shall bear interest at the rate of one and a half percent (1.5%) per month.

7.2 Taxes. Fees do not include taxes or duties and Licensee is responsible for paying (or for reimbursing Altair if Altair is required to pay) any federal, state or local taxes, or duties imposed on any license acquired under this Agreement or the possession or use by Licensee of the Software excluding, however, all taxes on or measured by Altair's net income. Altair shall be entitled to its reasonable costs of collection (including attorneys fees and interest) if license fees are not paid to it on a timely basis.

Payment Address: Payable in US-dollar currency to:

Altair Engineering Inc.
Dept 771419
P.O. Box 77000
Detroit, MI 48277-1419

8. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation is confidential and constitutes valuable assets and trade secrets of Altair. Confidential Information shall be defined as the Software and Documentation, information related thereto, and all information clearly marked by either party as confidential. Each party shall use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized disclosure of the other party's Confidential Information as it uses to protect its own confidential information of a similar nature. Licensee shall not disclose or make the Software or Documentation available to any person or entity except as expressly provided in this Agreement. Licensee shall promptly notify Altair in the event any unauthorized person obtains access to the Software and Documentation. Each party shall limit dissemination of the other party's Confidential Information to its employees or consultants with a need to know and who agree to observe the restrictions of this Agreement. Confidential Information shall not include information which a) is or becomes part of the public domain through no fault of the receiving party; b) is lawfully received by the receiving party from a third party having the right to disclose such information; c) was known to the receiving party prior to receipt from the disclosing party without an obligation of confidentiality; or e) is independently developed by the receiving party without a breach of this Agreement. If the receiving party is required by a government body or court of law to disclose Confidential Information, the receiving party agrees to promptly notify the disclosing party so that the disclosing party may seek an appropriate protective order or other relief.

9. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the state of Delaware, without regard to that state's conflict of laws principles except if the state of Delaware adopts the Uniform Computer Information Transactions Act drafted by the National Conference of Commissioners of Uniform State Laws as revised or amended as of June 30, 2002 ("UCITA") which is specifically excluded. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Each party waives its right to a jury trial in the event of any dispute arising under or relating to this Agreement. Each party agrees that money damages may not be an adequate remedy for breach of the provisions of this Agreement, and in the event of such breach, the aggrieved party shall be entitled to seek specific performance and/or injunctive relief (without posting a bond or other security) in order to enforce or prevent any violation of this Agreement.

10. SEVERABILITY AND WAIVER

If any provision of this Agreement is found void and unenforceable, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of

applicable law, and all remaining provisions shall continue to be valid and enforceable. The failure of a party to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of the right of the party thereafter to enforce any such provisions.

11. EXPORT ADMINISTRATION AND U.S. GOVERNMENT RIGHTS

Licensee hereby acknowledges that it will not export any of the Software, related documentation or technical data (which includes, among other things, any technical information relating to the Software, in electronic format, written or otherwise), or any product incorporating any Software, related documentation or Altair technical data. This section applies to all acquisitions of Software by or for the United States federal government. By accepting delivery of the Software, the Licensee hereby agrees that the Software qualifies as "commercial computer software" as that term is defined in Federal Acquisition Regulation (FAR) 2.101 and Department of Defense FAR Supplement (DFARS) clause 252.227-7014(a)(1), as applicable, and the Government shall have only the rights in the Software specified in this Agreement in accordance with FAR 12.212 and DFARS 227.7202-3(a), as applicable. This Agreement supersedes any contrary terms or conditions, including, without limitation, any noncommercial computer software FAR, DFARS, or other FAR agency supplemental clauses contained in any purchase order, statement of work, contract, or other document. If any provision of this Agreement is unacceptable to the government, Altair may be contacted at Altair Engineering, Inc., 1820 E. Big Beaver Road, Troy, MI 48083-2031; telephone (248) 614-2400. If any provision of this Agreement violates applicable federal law or does not meet the government's actual, minimum needs, the Licensee agrees to return the Software for a full refund.

12. GENERAL PROVISIONS.

12.1 Entire Agreement. This Agreement together with all Exhibits and the applicable quotation constitute the entire, final, complete and exclusive agreement between the parties and supersedes all previous agreements or representations, written or oral, and all printed provisions or subordinate Licensee documents, including purchase orders, with respect to the Software, the services specified herein, and the licensing and providing of same under this Agreement. In the event of any conflict between the terms of this Agreement and any terms and conditions on a Licensee purchase order, the terms of this Agreement shall prevail. Moreover, each party agrees any additional terms on any purchase order or comparable document other than the transaction items of (a) item(s) ordered; (b) pricing; (c) quantity; (d) delivery instructions and (e) invoicing directions, are not binding on the parties. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.

12.2 Notices. All notices given by one party to the other under the Agreement shall be sent by certified mail, return receipt requested, or by overnight courier, to the respective addresses set forth in this Agreement or to such other address either party has specified in writing to the other. All notices shall be deemed given upon actual receipt. Notices to either party shall be sent to the address specified on the first page. Notice to Altair shall be

sent to the attention of Legal Department, or such other address as a party may specify to the other in writing.

12.3 Assignment. Neither party shall assign this Agreement without the prior written consent of other party, which shall not be unreasonably withheld. All terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12.4 Relationship of Parties. The parties are independent contractors; nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

12.5 Publicity. Licensee agrees that Altair may use Licensee's name in Altair's Licensee list. Licensee also agrees that Altair may publish information about Licensee's use of Altair Software, products and services in advertisements, news releases and releases to professional and trade publications. Licensee

will have the right to approve each such release prior to its placement, but agrees not to unreasonably withhold or delay its approval.

12.6 Language. This Agreement is in the English language only, which language will be controlling in all respects. No translation, if any, of this Agreement into any other language will be of any force or effect in the interpretation of this Agreement or in determination of the interests of either party hereto. Furthermore, the parties agree that all correspondence, notices, orders, claims, suits and other communication between the parties hereto will be written or conducted in English.

12.7 Execution. Either party may request this Agreement to be executed in counterpart. This Agreement may be executed, scanned and transmitted electronically and electronic or digital signatures affixed thereto shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

EXHIBIT A

1. MAINTENANCE SERVICES

1.1 Altair will provide Maintenance Services to keep the most current release of the Software (licensed to Licensee under this Agreement), in good operating condition. Maintenance Services consist of telephone technical support and the distribution of Software updates, and associated documentation changes. Updates provided to Licensee shall be included in the definition of "Software" and are subject to the terms and conditions of this Agreement. Updates do not include major new releases (Upgrades) or new Software for which a separate license fee is charged.

1.2 Altair will keep available telephone assistance to Licensee between 8:00 am and 5:00 pm, Pacific Time, Monday through Friday (excluding Altair recognized holidays).

1.3 Altair's obligation to provide Maintenance Services pursuant to this Agreement is dependent upon (i) Licensee's continued good repair of the designated equipment; and (ii) the performance by Licensee of all its obligations set forth in this Agreement including the payments of applicable license fees.

2. INSTALLATION

2.1 Software installation is not included as part of this Agreement. If installation service is requested by the Licensee and is not included in any other agreement between the Licensee and Altair, service will be charged to the Licensee at Altair's then current hourly "on-call" maintenance rate in effect on the date such service is performed.

2.2 If installation service is requested by Licensee, Altair personnel shall have access to where the Software is to be installed during normal business hours. Licensee agrees to provide technical expertise on the Licensee's applicable computer equipment, at no cost to Altair, as required to complete the installation. If installation is requested outside of normal business hours, Altair reserves the right to quote and charge accordingly a premium hourly rate.

3. LIMITATION OF COVERAGE

3.1 Software remedies made necessary by the following causes are not a part of this Agreement, and the remedies requested by the Licensee shall be charged at Altair's then current service rates:

- Changes or alterations to Software not specifically authorized or performed by Altair.
- Failure caused by Licensee's use of interconnected devices other than those specified by Altair.
- Failure resulting from catastrophe, accident, neglect, misuse, failure of electrical power or air conditioning, or any causes other than ordinary use and defects in materials and workmanship.

- Software that are not the then current release or the immediately preceding sequential release of the Software.

- Customized Software.

3.2 Altair will submit a description of the work that is required to restore the Software to its original operating specifications and the changes associated therewith. Altair will request written permission in the form of an authorized Licensee purchase order before Altair proceeds to restore the Software to its original operating specifications. If Altair is not granted permission to perform such restoration at Licensee's expense, Altair shall have the right to immediately terminate all of its obligations under this Agreement with respect to such Software.

4. LICENSEE RESPONSIBILITIES

4.1 Licensee shall notify Altair promptly by designated electronic mail or telephone of Software problems and provide follow-up reports in writing. Altair will confirm receipt of any electronic problem report within 24 hours of receipt and, in the absence of such confirmation, Licensee will promptly retransmit such report.

4.2 Licensee shall allow reasonable access to all designated equipment and communication facilities and provide Altair reasonable work space and storage and other normal and customary facilities.

4.3 Licensee will provide reasonable assistance, as requested and ensure that an employee of Licensee is present during all on-site service.

4.4 Licensee will provide sufficient support and test time on Licensee's computer system to duplicate the problem and verify that the problem is due to a Software.

4.5 Licensee will provide sufficient data to reproduce the problem on another computer at Altair's Licensee support center.

5. CONTINGENCIES

Altair shall be excused from performance and shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingencies beyond the control of Altair, including, but not limited to, war (declared or not declared), sabotage, insurrection, riot, or other act of civil disobedience, act of a public enemy, failure or delay of transportation, act of any government or subdivision thereof affecting the terms of the Agreement or otherwise, judicial action, labor dispute, accident, fire, explosion, earthquake, flood, storm, volcanic eruption, or any similar acts.